

RESOLUTION

No. 41

"SMB" 505 "

On motion of Mr. Moran, seconded by Mr. Soileau,
the following Resolution was offered and adopted:
BE IT RESOLVED by the State Mineral Board that the following instrument, appearing as Docket
No. 41 of the February 8, 1984 Meeting, be approved: A Collateral Mortgage by The LLL Class
Trust in favor of William Burton Lawton, in the amount of \$20,000,000.00, affecting certain
non-productive portions of State Lease Nos. 334, 335, 340 and 341, Iberia, Plaquemines,
St. Bernard, St. Mary, Terrebonne and Vermilion Parishes, Louisiana, with further particulars
being stipulated in the instrument.

This approval is expressly granted and accepted subject to certain conditions in the
absence of which conditions approval of said instrument would not have been given as follows:

- 1) That all terms and conditions of the basic lease will be fulfilled, including but not
limited to the full payment of rentals and royalties, regardless of the division of leasehold
interests resulting from the instrument;
- 2) That failure to comply with the terms and conditions of the basic lease by the original
lessee, or by any assignee, sublessor or sublessee, prior or subsequent hereto, shall not be
deemed waived by the approval of said instrument by the State Mineral Board for the State of
Louisiana, it being distinctly understood that the State Mineral Board for the State of
Louisiana does not recognize said instrument as creating a novation, as regards any right or
interest of the State or Board;
- 3) That in the event ownership of the basic mineral lease is or becomes vested in two or
more lessees responsible to the lessor for compliance with indivisible obligations to maintain
the lease, then said lessees shall designate in writing to the State Mineral Board the lessee
representing the joint account of all lessees, who shall be accountable to the Board for dis-
charge of indivisible obligations under the lease for all lessees or for release in lieu of
compliance therewith, provided that in the event of failure of said lessees to comply with
such condition, then the Board may withhold approval of and thereby deny validity to any
pending or future assignment or transfer of an interest in the lease, and, provided further,
that if any lessee should agree to release the lease or any segregated portion thereof in
lieu of complying with an indivisible lease obligation to maintain the lease and no other
lessee desires to assume and undertake the indivisible obligation, then all lessees agree to
join in a release or to otherwise execute a similar release of their rights to lessor,
relegating any nonsignatory lessee to such remedy, if any, as such party may have against the
lessee or lessees, who may execute a release purporting to cover the entirety of the lease
or of a segregated portion thereof;
- 4) That this approval is given merely for the purpose of validating the assignment or
transfer under the provisions of R.S. 30:128, but by giving its approval, the Board does not
recognize the validity of any other instrument referred to therein that has not also been
considered and approved by the Board in its entirety nor of any descriptions nor adopt any
of the terms and conditions in the assignment or transfer, including but not limited to any
election to convert an overriding royalty interest to a working interest, and any such
election shall not be effective until written notice thereof is given to the Board and an
assignment or transfer of such working interest in recordable form is docketed for approval
and approved by the Board, and, furthermore, that this approval may not operate as the
Board's approval of any sales contract, which may have been entered into by the parties to
the assignment or transfer, inasmuch as the Board specifically reserves the right to take
its royalty oil, gas and other minerals in kind; and
- 5) That for purposes of recordation and notice, certified copies of this Resolution be
attached to all docketed copies of the instrument approved hereby.
- 6) That nothing herein shall be construed as approval for any assignment, sublease or
transfer to or from any individual, partnership, corporation or other legal entity who has
filed bankruptcy proceedings unless such status is specifically recognized in this
resolution.

BE IT FURTHER RESOLVED that either the Chairman, Vice-Chairman, Secretary or Deputy
Assistant Secretary be and he is hereby authorized to reflect the approval of the State
Mineral Board by affixing his signature to the aforesaid instrument.

CERTIFICATE

I hereby certify that the above is a true and correct copy of a Resolution adopted at a
meeting of the State Mineral Board held in the City of Baton Rouge, Louisiana, on the
8th day of February, 1984, pursuant to due notice, at which
meeting a quorum was present, and that said Resolution is duly entered in the Minute
Book of said Board and is now in full force and effect.

Edward M. R. Horn
State Mineral Board

ENTRY NO. 203133 RECORDED IN CONVEYANCE BOOK 26-P AT FOLIO 714 (4) 66

COLLATERAL MORTGAGE AND PLEDGE

TO 160455 476
FUTURE HOLDER OR HOLDERS

BE IT KNOWN, that on this 5th day of July, 1983, before me, Notary, duly commissioned and qualified in and for the Parish of Calcasieu, State of Louisiana, and the undersigned competent witnesses, personally came and appeared:

THE LLL CLASS TRUST, created by instrument dated the 11th day of August, 1972, executed by William Burton Lawton, as Settlor, for the benefit of a Class of Settlor's grandchildren born to Linda Lew Lawton, said trust appearing through Jack Edward Lawton, Linda Lew Lawton and Charles Mitchell Drost, Trustees, whose mailing address for purposes hereof is Route 2, Box 816, Sulphur, Louisiana, 70663;

hereinafter sometimes referred to as "Mortgagor"; and who declared and represented unto me, Notary:

That the Mortgagor now has, owns and enjoys the undivided interests in certain oil and gas leases which are more fully described upon the document which is annexed hereto, marked Exhibit "A" and paraphed "Ne Varietur" by me, Notary, for identification which this Act of Collateral Mortgage and Pledge, and by reference fully make a part hereof; and

That in order to provide general collateral security for the payment of any and all indebtedness due and/or to become due to any future holder or holders of the note secured hereby, hereinafter sometimes referred to as "Mortgagee", and herein represented by:

WILLIAM BURTON LAWTON, married to Mary Jean Gay Lawton, a person of the full age of majority domiciled in Sulphur, Calcasieu Parish, Louisiana, whose mailing address for purposes hereof is Route 2, Box 816, Sulphur, Louisiana, 70663;

for loans and advances made and to be made to the Mortgagor from time to time by Mortgagee, not to exceed the sum of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) in the principal amount thereof outstanding and unpaid at any one time, Mortgagor does by these presents acknowledge and declare that Mortgagor is indebted unto Mortgagee in the sum of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) and, in order to evidence said indebtedness, Mortgagor has made, executed and given one promissory note (the "Note"), dated of even date herewith, in the principal sum of TWENTY MILLION AND NO/100 DOLLARS, (\$20,000,000.00) payable at Rt. 2, Box 816, Sulphur, Louisiana, 70663, to the order of Bearer, with interest at the rate of twelve (12%) percent per annum compounded annually from date until paid, payable on demand, and stipulating for the payment of attorney's fees in the amount of ten (10%) per cent on the amount due or sued for or claimed or sought to be protected, preserved, or enforced, in case the said note should be placed in the hands of an attorney, after its maturity, to institute legal proceedings to recover the amount or any part thereof, in principal or interest, or placed in the hands of an attorney to protect the interest of the holder thereof, or for collection, compromise or other action, whether said note has matured or not, which said note, after having been duly paraphed "Ne Varietur" by me, Notary, for identification with this Act, was delivered to the Mortgagee, who hereby acknowledges the receipt thereof.

And now, in order to secure the full due and punctual payment of the above described note, in principal and interest, as well as all costs, taxes, assessments, charges and attorney's fees incurred or paid hereunder, and to secure the faithful observance and performance of all of the obligations, agreements, covenants and stipulations herein contained, the said Mortgagor

does by these presents specially mortgage, pledge and hypothecate unto and in favor of the said Mortgagee, his successors, and assigns, or any future holder or holders of said note, whether the same be held as an original obligation or in pledge, the said Mortgagor warranting and defending Mortgagor's right to so mortgage, pledge and hypothecate such property, all and singular Mortgagor's right, title and interest in and to the property described as follows, to-wit:

The undivided interest of Mortgagor in the mineral rights described in Exhibit "A" attached hereto,

together with, and it being the intention of Mortgagor to include herein and subject hereto all of Mortgagor's interest in and to:

- (a) All additional, extension, renewal, correction or other leases, conveyances or other leases, conveyances or other instruments acquired by or inuring to the benefit of mortgagor before the final payment and discharge of all indebtedness secured hereby, covering or relating to the aforescribed interest or any part thereof;
- (b) All oil, gas and other minerals and oil in storage in, on, under, produced, saved or sold from or accruing to the benefit of or attributable to the interests herein mortgaged, including any renewals or extensions thereof, and the proceeds from the sale thereof;
- (c) Any and all rights-of-way, easements, licenses, permits, franchises, units, pooling agreements, sales contracts, processing agreements and other agreements now and hereafter before the final payment and discharge of all indebtedness secured hereby relating to any of the interest above referred to; and
- (d) Without limiting or being limited by the foregoing, all rights, title, interests, estates, privileges, immunities, remedies, rents, benefits, revenues, reversions now and hereafter before the final payment and discharge of all indebtedness secured hereby owned, acquired or claimed by mortgagor or inuring to the benefit of mortgagor in, to, from or under any of the interests described or referred to hereinabove;

it being the intention of Mortgagor to include hereunder all of the property, rights, interests and things hereinabove described, whether immovable, movable or mixed, and insofar as possible, to render by this act all of such property immovable by law.

Mortgagor specifically covenants and warrants that there are no taxes due and eligible on said property; that Mortgagor has not heretofore alienated the whole or any part of said property; and that Mortgagor has the unlimited and unrestricted right and authority to mortgage, hypothecate, affect, assign and pledge said property to or for the benefit of Mortgagee; provided, however, that this mortgage and pledge is otherwise made without any warranty of title whatsoever, but with full substitution and subrogation of all of Mortgagor's rights and actions of warranty against all other persons whomsoever.

It is the intention of the Mortgagor to mortgage the said interests of Mortgagor pursuant to La. R.S. 31:203 et seq., and, as hereinafter more fully shown, to pledge minerals produced or arising therefrom to the extent of the Mortgagor's interest therein and the proceeds accruing from the sale or other disposition thereof pursuant to La. R.S. 31:2045, and to include herein all interest whatsoever owned by Mortgagor in and to, or relating to any and all oil and gas leases described in Exhibit "A" hereto, and any and all mineral or royalty rights Mortgagor may have in any of the lands affected thereby, whether or not the said interests or the said lands are correctly described therein. Mortgagor covenants that Mortgagor will, from time to time, upon request, duly execute, acknowledge, deliver, record and file all such further and additional acts, deeds, instruments and assurances and will take all such further action as may be necessary or appropriate for assuring and confirming to the Mortgagee and in favor of any and all future

holder or holders of the note hereinabove described, the property covered or affected or intended to be covered or affected by said interests and the lien, security, mortgage and pledge hereby created and intended to be created, as well as the pledge and assignment hereinafter contained.

Mortgagor declared that this mortgage and pledge is executed and granted for the equal benefit and security of any and all future holder or holders of the hereinabove described note and the interest thereon at whatever period or for whatever cause said note may be issued or reissued, for any reason whatsoever; and it is understood and agreed that possession of the said note at any time by the said Mortgagor herein, shall not in any manner extinguish the said note or this mortgage securing payment thereof, but that the said Mortgagor shall have the right to issue and reissue the said note from time to time as Mortgagor's interest or convenience may require, without in any manner extinguishing or affecting the obligations of said note or the security of this mortgage and pledge.

The above-described property is to remain specially mortgaged, pledged and hypothecated until the full and final payment of the above-described promissory note, as well as any and all renewals or extensions thereof or of any part thereof, however evidenced, and until the full performance of and compliance with all the clauses and stipulations of this act, together with all costs, charges and attorney's fees as herein stipulated, and the said Mortgagor hereby binds and obligates itself, its heirs, administrators, successors and assigns, not to sell, alienate, deteriorate, or encumber the same to the prejudice of this act. Mortgagor, for itself, its heirs, administrators and assigns, further agrees and binds itself as follows:

(1) To pay promptly the full amount of the aforementioned note, with interest thereon, and to make such payment without any deduction for

taxes, assessments or governmental charges in the nature thereof upon said note or upon the use or interest evidenced thereby or any part thereof, or upon this mortgage, which Mortgagor, its heirs, administrators, successors, and assigns may be required or permitted to deduct, retain or pay therefrom or thereon, under or by reason of any present or future law of the United States, the State of Louisiana, or of any such municipality or taxing authority thereof, except insofar as prohibited by law.

(2) To promptly pay and discharge, as and when due and in apt time to prevent and avoid any sale or forfeiture of the mortgaged premises therefor, all taxes, assessments, forced contributions, local assessments and governmental charges of every description which shall from time to time be legally imposed or assessed or levied by any local, State or Federal taxing authority, upon the property hereby mortgaged or any part thereof, or in connection with the ownership, operation or maintenance of said property so that the priority of these presents as herein stipulated for shall at all times be duly maintained and preserved, provided, however, that the Mortgagor shall not be required to pay any tax, assessment or charge so long as such contestation shall remain undetermined, but provided further, in such event, the Mortgagee, at his option, and as a condition precedent to such, shall be entitled to demand of the Mortgagor and the Mortgagor agrees to furnish adequate security to protect the Mortgagee in the premises.

(3) To keep valid and unimpaired the lien hereby created or intended to be created, and to that end to execute at any future time, and as often as may be determined necessary, on demand of the Mortgagee, all such further instruments, assignments and acts of mortgage in due form and effect as may be deemed proper by the Mortgagee to the better carrying out of the true intent and meaning of these presents, and especially at its own

cost to do all other things as may be required by the Mortgagee to make and keep valid the lien of the property herein described and each and every portion thereof, and to maintain the priority of the lien thereof on the property hereby mortgaged.

(4) To promptly pay and discharge all debts, claims and demands of whatever name or nature which might by law be entitled to a lien superior in rank to that hereby created, but nothing herein contained shall be construed to require the Mortgagor to pay any such debt, claim or demand, so long as the validity or amount thereof shall be contested in good faith in a competent court by the Mortgagor, and such contestation shall remain undetermined, provided, however, that if the Mortgagor elects to contest any such debt, claim or demand, the Mortgagee, at his option, and as a condition precedent to such contest, shall be entitled to demand of the Mortgagor, and Mortgagor agrees to furnish additional security satisfactory to the Mortgagee to protect the Mortgagee in the premises.

Mortgagor for itself, its heirs, administrators, successors and assigns, does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize said Mortgagee in the event of default in the payment of the aforesaid note, in principal, interest, attorney's fees, costs and other charges or in the event of any other default by Mortgagor, without making a demand or putting in default, a putting in default being expressly waived, to cause all and singular the property hereinabove described to be seized and sold by executory process, without appraisement (appraisement being hereby expressly waived) either in its entirety or in lots or parcels, as the Mortgagee may determine, to the highest bidder, for cash or on such terms as plaintiff in such proceedings may direct Mortgagor for itself, its heirs, administrators and assigns hereby confessing judgment for the full

amount of said note in principal and interest, together with all costs, attorney's fees and all other charges. 73

Mortgagor does herein and hereby waive the three days' notice of demand provided for by Article 2639 of the Louisiana Code of Civil Procedure.

If at any time during the existence of this mortgage and prior to the full payment of the obligation it secures, the property herein mortgaged, or any part thereof, should be levied upon or seized under any legal process, or in the event Mortgagor becomes insolvent or an application for adjudication in bankruptcy is filed by or against it, or should Mortgagor fail to pay promptly when due all taxes, licenses and assessments on said mortgaged property, or in the event of non-payment of said note promptly at maturity, or any interest thereon, or in the event of the failure of Mortgagor to comply with any of the agreements, warranties and covenants herein contained, then and in that event, or upon the occurrence of any of those events, the entire unpaid balance on said note, become due and exigible, without any demand, notice or putting in default under the terms hereof, as well as the terms and stipulations of the said note with which this act is identified. Any indulgence or extension or any delay or omission by any holder of the note secured by this mortgage to exercise any right, option or privilege arising through any default of Mortgagor under this mortgage shall not impair any such rights, options or privileges nor be construed to constitute a waiver of such default or acquiescence therein, nor shall any act evidencing forbearance of any holder of said note affect, waive or impair its right, option or privilege in respect to any subsequent default.

Should it be discovered after the execution and delivery of this instrument that there exists upon the mortgaged property any lien or encumbrance equal to or superior in rank to the lien created or intended to be created by this instrument, or should any such lien be hereafter incurred or claimed, Mortgagor binds and obligates himself, his heirs, successors or assigns, to remove promptly any such lien or encumbrance or claim thereon from said property and in this connection agrees to furnish, or cause to be furnished to Mortgagee or any future holder or holders of the aforesaid note, at Mortgagor's expense, not less frequently than every ninety (90) days, a certificate of the Clerk of Court of the Parish within which the liens or claims of liens against the property covered hereby.

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Mortgagee or any future holder or holders of said note may, at any time and from time to time release to the Mortgagor, or to its order, all or any portion of the funds received from the proceeds of oil, gas or other minerals as hereinafter provided for, without in any wise impairing, releasing or discharging the privilege and security of this mortgage and the pledge and assignment hereinafter provided for, or affecting the validity thereof.

Mortgagor further declares and agrees that in order to further secure the payment of the aforesaid note in principal and interest, together with all charges, attorney's fees and other sums secured hereby, it does by these presents transfer, assign, convey, pledge, and deliver unto the Mortgagee and unto any future holder or holders of the above-described note, pursuant to La. R.S. 31:204, his entire interest in and to all the oil, gas and other minerals produced and to be produced, obtained or secured from the interests hereinabove described and herein mortgaged, including the proceeds therefrom present and future, together with sums which may now be due

from, and as yet unpaid by any purchaser of oil, gas or other minerals, including the interest of Mortgagor of whatever nature, until the full amount of the indebtedness hereby secured in principal, interest, expenses, costs and payments whatsoever, is fully paid, Mortgagor hereby declaring that the said interests are free of any encumbrances. Mortgagee, or any future holder or holders of said note shall be and is hereby fully authorized and empowered, while this mortgage is in force and whether or not said indebtedness be in default, to collect all of the proceeds of the interests so assigned, to sign transfer orders and division orders in order to secure the proceeds therefrom and/or to sell such oil, gas or other minerals and to apply the whole or any part of the proceeds thereof, less the cost of collecting and handling same, to the discharge of all claims which have been incurred, having prior or concurrent liens to this mortgage and to the payment of first, any interest then due and, secondly, the principal of the note hereinabove described and secured hereby, together with all costs or charges herein provided for. Mortgagor hereby agrees and binds himself to promptly execute, with all dispatch, and deliver to Mortgagee and to any future holder or holders of said note any and all transfer orders or other instruments as may be necessary or required by any person, firm or corporation running and/or purchasing oil or gas produced from the above described property, before making delivery or payment thereof to the Mortgagee or to any future holder or holders of said note, which said transfer orders shall be made effective with the first runs from said property. In no event shall the Mortgagee or any future holder or holders of said note be required or called upon to execute or sign any transfer order, division order or other instrument containing or embodying any covenants or warranties, expressed or implied, or any indemnity

agreements binding upon or on the part of the Mortgagee or any future holder or holders of said note. 76

The Mortgagee and any future holder or holders of said note shall be under no liability or responsibility for, nor shall the lien and security hereof be in any way affected by reason of their failure or inability to collect any proceeds from oil, gas or other minerals produced arising from the above described interests; nor shall the receipt of any monies including but not limited to monies received by virtue of any oil, gas and/or mineral assignment for the note above described, in any manner change or alter in any respect the obligations of the Mortgagor with respect to the said note, or the maturity of either principal or interest thereon, but said note shall be and continue as a valid and subsisting obligation, subject to any credits made thereon, in accordance with the terms thereof, and shall be due and payable strictly according to its tenor and effects; nor shall the release of any other security for the payment of the indebtedness secured hereby, in anywise alter, vary or diminish the force and effect or lien of this instrument or any renewal or extension thereof or of the note above described, and the lien thereof shall continue as to all of the remaining leases and property above described, not expressly released, until all sums with interest and charges hereby secured are fully paid.

No pipeline company, or other person or corporation purchasing, handling or receiving the oil, gas or other minerals produced from the leasehold properties hereinabove described, or the proceeds thereof, shall ever be required to see to the proper application by Mortgagee of such oil, gas or other minerals, or the proceeds thereof, and payment of such proceeds to the Mortgagee by such pipeline company or other person or corporation receiving, handling or purchasing said oil, gas or other minerals shall operate as a full

and final discharge of all liability of such pipeline company or other person or corporation in the premises.

Mortgagor will not release, convey, mortgage, pledge or otherwise dispose of the aforesaid promissory note, and should any person pay said note and become subrogated to the rights and claims of the Mortgagee, then in either of said events, the Mortgagee shall have the right to transfer or pledge to the transferee, pledgee or subrogee of said note, as the case may be, as security for the payment of said note, all the rights herein mortgaged, pledged and assigned to the Mortgagee, but no such transfer or pledge shall have the effect of enlarging the obligations or prejudicing any of the rights of Mortgagor under this Act or said note.

This instrument is in all respect to be construed as a special mortgage, hypothecation, pledge and confession of judgment under the laws of the State of Louisiana by said Mortgagor in favor of said Mortgagee and any future holder or holders of said note to secure the payment of the principal and interest of the note above described and also to secure the performance of all obligations of the Mortgagor herein contained and all other sums hereinabove stipulated for.

In addition to and not in limitation of any other obligations hereunder, Mortgagor further declares and agrees that Mortgagor, its heirs, successors and assigns, shall not sell, convey, assign, or otherwise transfer the property mortgaged or pledged hereby, or any interest herein, without the prior written consent of Mortgagee, and Mortgagor shall not, directly or indirectly, create, incur, assume or permit to exist, without having first obtained the written consent of Mortgagee, any mortgage, lien, charge or encumbrance on, or pledge of, or conditional sale or other title retention

agreement with respect to any of the property or interests mortgaged or pledged hereby.

The parties hereto waive the production of any mortgage, conveyance and tax certificates and agree to hold the undersigned Notary harmless in the premises.

All references to the singular shall include the plural and the masculine gender shall include the feminine and neuter, whenever the context of this instrument shall require it.

All reference herein to the term "Mortgagee" shall include the future holder or holders of the note secured hereby.

In the event of foreclosure as authorized herein, Mortgagor does hereby designate Mortgagee or Mortgagee's agent as keeper of any property seized that is hereinabove described, all as authorized by R.S. 9:5131, et seq. or R.S. 9:5136, et seq., whichever is applicable.

And now into these presents personally came and appeared WILLIAM BURTON LAWTON, appearing herein on behalf of and Mortgagee and any future holder or holders of said note, and hereby accepts this act of mortgage and pledge.

THUS DONE AND SIGNED, in multiple originals, at Sulphur, Louisiana, in the presence of JoAnn McDaniel and Jacqueline LeDoux, the

undersigned competent witnesses, and me, Notary, after due reading of the whole on the 5th day of July, 1983. 79

WITNESSES:

THE LLL CLASS TRUST,
Mortgagor

Joann Mcdaniel
JOANN MCDANIEL

Jacqueline Ledoux
JACQUELINE LEDOUX

BY: Jack Edward Lawton
JACK EDWARD LAWTON, Trustee

Linda L. Drost
LINDA LEW LAWTON DROST,
Trustee

Charles M. Drost
CHARLES MITCHELL DROST,
Trustee

William Burton Lawton
WILLIAM BURTON LAWTON,
Accepting for any future
holder or holders

Charles W. Carole
NOTARY PUBLIC

My Commission expires:

AT DEATH

Approved subject to attached
Resolution February 8, 1984
STATE MINERAL BOARD

BY Edward N. R. Thayer
ACTING Secretary

EXHIBIT "A"

TO

COLLATERAL MORTGAGE AND PLEDGE

BY

THE LLL CLASS TRUST

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All of Mortgagor's naked ownership interest in and to the mineral rights under the following described oil, gas and mineral leases to-wit:

- (1) That certain oil and gas lease from the State of Louisiana unto Wm. T. Burton designated as State Mineral Lease No. 334, under instrument dated December 30, 1935, an original of which is on file in the Division of State Lands, Department of Natural Resources of the State of Louisiana, having been recorded in the conveyance records of the Parish of Iberia, State of Louisiana in C.O.B. 126 at page 176 under Entry No. 49226, insofar as said lease covers the following described property:

VERMILION BAY DOME -- That portion of the VERMILION BAY DOME SELECTION situated within the Parishes of Iberia and St. Mary, which VERMILION BAY DOME SELECTION is described as follows:

All that part of the bed and bottom of Vermilion Bay belonging to the State of Louisiana and located in the Parishes of Iberia and St. Mary, State of Louisiana, and covered by State Mineral Lease Nos. 334 and 340 and being situated or included within the following described boundaries:

BEGINNING at a point 8,650 feet due south of that certain well heretofore drilled and designated as "Texas-State-Vermilion Bay No. B-4", which well is located south 40 degrees 34 minutes 57 seconds West 17,010 feet from U.S. Coast and Geodetic Survey Triangulation Station "OAK" 1933 (Station latitude 29 degrees 42 minutes 36.48 seconds and Longitude 91 degrees 52 minutes 53.75 seconds North American Datum of 1927);

Thence East from the point of beginning 8875 feet to a point;

Thence North 29,040 feet to a point;

Thence West 26,400 feet to a point;

Thence South 29,040 feet to a point;

Thence East 17,525 feet to the place of beginning, all as outlined in red and designated as "Vermilion Bay Dome Area" on the map attached to that agreement between The State Mineral Board and The Texas Company dated November 18, 1943, and recorded in the Conveyance Records of the

Parish of Iberia in Book 156 at Page 295 under Entry No. 63951 and which said map is marked Exhibit "A" and further outlined in red on map by Vernon F. Meyer and Associates, Inc., dated April, 1983, representing the Vermilion Bay Selection.

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LESS AND EXCEPT that certain property (Tract "A") described as follows:

Commencing at a point located 9,729.13 feet North and 4,633.26 feet West of the Southeast Corner of the aforescribed Vermilion Bay Selection; said point located at Lambert coordinate position $x = 1,819,125.83$ and $y = 368,027.92$;

Thence South 46 degrees 46 minutes 05 seconds West from said point of commencement a distance of 4,453.89 feet to a point at a Lambert coordinate position of $x = 1,815,854.87$ and $y = 365,005.01$;

Thence South 55 degrees 41 minutes 21 seconds West a distance of 2,919.89 feet to a point at a Lambert coordinate position of $x = 1,813,429.12$ and $y = 363,379.74$;

Thence North 77 degrees 40 minutes 52 seconds West a distance of 3,074.95 feet to a point at a Lambert coordinate position of $x = 1,810,430.68$ and $y = 364,061.41$;

Thence North 65 degrees 27 minutes 11 seconds West a distance of 2,831.24 feet to a point at a Lambert coordinate position of $x = 1,807,865.46$ and $y = 365,259.55$;

Thence North 30 degrees 39 minutes 46 seconds West a distance of 3,408.37 feet to a point at a Lambert coordinate position of $x = 1,806,152.32$ and $y = 368,206.10$;

Thence North 53 degrees 12 minutes 03 seconds West a distance of 2,315.72 feet to a point at a Lambert coordinate position of $x = 1,804,309.93$ and $y = 369,609.02$;

Thence North 14 degrees 32 minutes 12 seconds West a distance of 158.95 feet to a point at a Lambert coordinate position of $x = 1,804,271.35$ and $y = 369,763.21$;

Thence North 53 degrees 54 minutes 32 seconds West a distance of 445.32 feet to a point at a Lambert coordinate position of $x = 1,803,913.74$ and $y = 370,028.60$;

Thence North 03 degrees 38 minutes 26 seconds East a distance of 639.13 feet to a point at a Lambert coordinate position of $x = 1,803,959.76$ and $y = 370,666.07$;

Thence North 19 degrees 36 minutes 08 seconds West a distance of 5,097.58 feet to a point at a Lambert coordinate position of $x = 1,802,290.63$ and $y = 375,482.64$;

Thence North 48 degrees 49 minutes 41 seconds East a distance of 5,107.58 feet to a point at a Lambert coordinate position of x = 1,806,163.84 and y = 378,812.15;

Thence North 31 degrees 47 minutes 11 seconds East a distance of 959.62 feet to a point at a Lambert coordinate position of x = 1,806,667.27 and y = 379,623.50;

Thence South 74 degrees 00 minutes 44 seconds East a distance of 307.52 feet to a point at a Lambert coordinate position of x = 1,806,971.16 and y = 379,536.28;

Thence North 51 degrees 48 minutes 19 seconds East a distance of 141.50 feet to a point at a Lambert coordinate position of x = 1,807,083.11 and y = 379,622.83;

Thence South 85 degrees 37 minutes 17 seconds East a distance of 1,410.39 feet to a point at a Lambert coordinate position of x = 1,808,488.42 and y = 379,503.15;

Thence South 89 degrees 45 minutes 04 seconds East a distance of 3,477.65 feet to a point at a Lambert coordinate position of x = 1,811,965.79 and y = 379,458.37;

Thence South 53 degrees 54 minutes 41 seconds East a distance of 652.95 feet to a point at a Lambert coordinate position of x = 1,812,490.14 and y = 379,069.26;

Thence South 77 degrees 09 minutes 59 seconds East a distance of 5,233.33 feet to a point at a Lambert coordinate position of x = 1,817,582.64 and y = 377,863.32;

Thence South 18 degrees 11 minutes 35 seconds East a distance of 4,987.12 feet to a point at a Lambert coordinate position of x = 1,819,099.23 and y = 373,112.39;

Thence South 02 degrees 38 minutes 03 seconds West a distance of 2,256.43 feet to a point at a Lambert coordinate position of x = 1,818,976.31 and y = 370,859.32;

Thence South 03 degrees 31 minutes 11 seconds East a distance of 2,835.34 feet to the point of commencement.

FURTHER LESS AND EXCEPT that certain property (Tract "B") described as follows:

Commencing at a point on the East line of the aforesaid Vermilion Bay Selection, said point being 12,816.02 feet North from the Southeast Corner of said Selection and having a Lambert coordinate position of x = 1,823,759.09 and y = 371,114.81;

Thence North along said East Selection line a distance of 4,000 feet to a point at a Lambert coordinate position of x = 1,823,759.09 and y = 375,114.81;

Thence West a distance of 4,008.37 feet to a point at a Lambert coordinate position of $x = 1,819,750.72$ and $y = 375,114.81$;

Thence South a distance of 4,000 feet to a point at a Lambert coordinate position of $x = 1,819,750.72$ and $y = 371,114.81$;

Thence East a distance of 4,008.37 feet to the point of commencement.

FURTHER LESS AND EXCEPT that certain property (Tract "C") described as follows:

Commencing at a point on the South line of the Vermilion Bay Selection, said point being 6,956.39 feet West from the Southeast Corner of said Selection and having a Lambert coordinate position of $x = 1,816,802.70$ and $y = 358,298.79$;

Thence North a distance of 2,284.84 feet to a point at a Lambert coordinate position of $x = 1,816,802.70$ and $y = 360,583.63$;

Thence West a distance of 4,000 feet to a point at a Lambert coordinate position of $x = 1,812,802.70$ and $y = 360,583.63$;

Thence South a distance of 2,284.84 feet to a point at a Lambert coordinate position of $x = 1,812,802.70$ and $y = 358,298.79$;

Thence East along South line of Selection a distance of 4,000 feet to the point of commencement;

The property herein excepted and described as Tract "A", Tract "B" and Tract "C" being expressly limited to those depths located between sea level and the subsurface depth of 18,030 feet.

- (2) That certain oil and gas lease from the State of Louisiana unto Wm. T. Burton designated as State Mineral Lease No. 335, under instrument dated January 23, 1936, an original of which is on file in the Division of State Lands, Department of Natural Resources of the State of Louisiana, having been recorded in the conveyance records of the Parish of St. Bernard, State of Louisiana in Conveyance Book 41 at page 137 under Entry No. 3-20-36, and the records of the Parish of Plaquemines, State of Louisiana in C.O.B. 81 at page 4 under Entry No. 4, insofar as said lease covers the following described property, to-wit:

- (a) DELACROIX DOME AREA -- All of the lands, beds and bottoms of all of the rivers, creeks, bayous, lakes, lagoons, bay, coves, sounds and inlets, including all islands belonging to the State of Louisiana, and covered by State Mineral Lease No. 335, situated in the Parishes of Plaquemines and St. Bernard, State of Louisiana, and being situated or included within the following described boundaries:

Beginning at a point 14,520 feet due South of that certain well heretofore drilled and designated as "Texas-State 335-Delacroix Unit No. 2", said well being South 19 degrees 39 minutes 59 seconds West 11,129.6 feet from U.S. Coast and Geodetic Survey Triangulation

Station "LONG", 1934 (Station Latitude 29 degrees 43 minutes 13.586 seconds, and Longitude 89 degrees 45 minutes 47.774 seconds, North American Datum of 1927);

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Thence East from the point of beginning 27,720 feet to a point;

Thence North 30,360 feet to a point;

Thence West 46,200 feet to a point;

Thence South 30,360 feet to a point;

Thence East 18,480 feet to the place of beginning.

LESS AND EXCEPT that certain property identified as the Delacroix Unit in a certain unitization agreement and being described as follows:

All of that certain area situated in Townships 15 and 16 South, Range 14 West, Southeastern Louisiana Land District East of the Mississippi River and in the Parish of Plaquemines, State of Louisiana, containing approximately 5,760 acres, more or less, and being included within the following boundaries, to-wit:

Beginning at a point 8,910 feet South of that certain well drilled by The Texas Company and designated as The Texas Company's State-Delacroix No. 2, the Latitude of which is 29 degrees 41 minutes 29.85 seconds, and Longitude 89 degrees 46 minutes 30.27 seconds (North American Datum of 1927);

Thence from said beginning point run East 6,270 feet to a corner;

Thence North 15,840 feet to a corner;

Thence West 15,840 feet to a corner;

Thence South 15,840 feet to a corner;

Thence East 9,570 feet to the place of beginning, containing approximately 5,799 acres. Said agreement executed by the State Mineral Board, The Texas Company, Independent Oil and Gas Company, Inc., W. T. Burton, and others, dated August 21, 1942, creating what is termed Delacroix Unit and recorded in the Conveyance Records of Plaquemines Parish, Louisiana, in Book 107 at page 797, and further indicated on map prepared by Vernon F. Meyer and Associates, Inc. dated April, 1983, and designated as Delacroix Unit thereon, insofar as said unitization agreement bears upon and affects the property above described and captioned as Delacroix Dome Area; reference being here made to said unitization agreement for the description of the property covered thereby and for all other purposes.

AND FURTHER LESS AND EXCEPT that property described in the unitization agreement between Jones-O'Brien, Incorporated, Texaco

Incorporated, State Mineral Board, and Winifred Smith, A. B. Brown, N. P. Brown, Margaret B. Grace, Robert Brown, Samuel J. Brown, III, William B. Brown and Barbara B. Maddox, dated April 25, 1970, and identified as "VU" A, SL 335 Southeast Delacroix and described as follows:

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Beginning at a point in the East line of State Lease No. 335 at a Lambert coordinate position of $x = 2,522,377.91$ and $y = 383,769.93$; Thence South 00 degrees 47 minutes 10 seconds East with the East line of said State Lease a distance of 5,212.49 feet to a corner at a Lambert coordinate position of $x = 2,522,449.67$ and $y = 378,557.93$; Thence South 87 degrees 11 minutes West a distance of 5,393.37 feet to a corner at a Lambert plane coordinate position of $x = 2,517,390.19$ and $y = 378,309.09$;

Thence South 87 degrees 11 minutes West a distance of 5,393.37 feet to a Lambert coordinate position of $x = 2,512,003.34$ and $y = 378,044.14$; Thence North 01 degree 16 minutes West a distance of 5,256.63 feet to corner at a Lambert coordinate position of $x = 2,511,887.19$ and $y = 383,299.53$;

Thence North 87 degrees 26 minutes East a distance of 5,370.68 feet to a corner at a Lambert coordinate position of $x = 2,517,252.48$ and $y = 383,540.16$;

Thence North 87 degrees 26 minutes East a distance of 5,130.90 feet to place of beginning containing 1,258.8519 acres.

AND FURTHER LESS AND EXCEPT that certain property (Tract "A") described as follows:

From the Southeast corner of the aforescribed Southeast Delacroix unitization agreement having Lambert coordinates of $x = 2,522,449.67$ and $y = 378,557.93$; go South 87 degrees 11 minutes West a distance of 4,524.37 feet for a point of commencement;

Thence South 39 degrees 59 minutes 33 seconds West a distance of 930.09 feet to a point;

Thence South 14 degrees 40 minutes 22 seconds West a distance of 707.77 feet to a point;

Thence South 83 degrees 47 minutes 45 seconds West a distance of 189.66 feet to a point;

Thence South 84 degrees 29 minutes 33 seconds West a distance of 257 feet to a point;

Thence South 79 degrees 39 minutes 47 seconds West a distance of 284.07 feet to a point;

Thence North 87 degrees 34 minutes 01 seconds West a distance of 305.09 feet to a point;

Thence South 87 degrees 20 minutes 40 seconds West a distance of 301.94 feet to a point;

Thence South 86 degrees 43 minutes 23 seconds West a distance of 475.41 feet to a point;

Thence South 87 degrees 40 minutes 33 seconds West a distance of 478.68 feet to a point;

Thence North 89 degrees 29 minutes 55 seconds West a distance of 387.57 feet to a point;

Thence North 87 degrees 50 minutes 47 seconds West a distance of 274.37 feet to a point;

Thence North 87 degrees 13 minutes 39 seconds West a distance of 232.20 feet to a point;

Thence South 86 degrees 39 minutes 34 seconds West a distance of 257.94 feet to a point;

Thence North 85 degrees 29 minutes 49 seconds West a distance of 209.43 feet to a point;

Thence South 88 degrees 20 minutes 22 seconds West a distance of 219.01 feet to a point;

Thence South 89 degrees 11 minutes 28 seconds West a distance of 203.50 feet to a point;

Thence North 86 degrees 04 minutes 28 seconds West a distance of 170.91 feet to a point;

Thence South 89 degrees 27 minutes 32 seconds West a distance of 232.26 feet to a point;

Thence North 85 degrees 14 minutes 53 seconds West a distance of 194.11 feet to a point;

Thence South 88 degrees 35 minutes 59 seconds West a distance of 199.75 feet to a point;

Thence North 84 degrees 46 minutes 56 seconds West a distance of 142.29 feet to a point;

Thence North 80 degrees 59 minutes 50 seconds West a distance of 129.69 feet to a point;

Thence North 68 degrees 01 minutes 04 seconds West a distance of 174.24 feet to a point;

Thence North 68 degrees 50 minutes 30 seconds West a distance of 147.52 feet to a point;

Thence North 53 degrees 43 minutes West a distance of 147.42 feet to a point;

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Thence North 60 degrees 09 minutes 08 seconds West a distance of 152.80 feet to a point;

Thence North 41 degrees 52 minutes 35 seconds West a distance of 131.65 feet to a point;

Thence North 35 degrees 16 minutes 09 seconds West a distance of 176.88 feet to a point;

Thence North 07 degrees 57 minutes 28 seconds West a distance of 118.59 feet to a point;

Thence North 01 degree 06 minutes 06 seconds West a distance of 134.41 feet to a point;

Thence North 12 degrees 12 minutes 31 seconds East a distance of 142.60 feet to a point;

Thence North 26 degrees 39 minutes 13 seconds East a distance of 116.71 feet to a point;

Thence North 36 degrees 29 minutes 11 seconds East a distance of 126.68 feet to a point;

Thence North 36 degrees 49 minutes 20 seconds East a distance of 439.55 feet to a point in the West line of the aforescribed Southeast Delacroix unitization agreement, said point located 354.30 feet North of the Southwest Corner;

Thence South 01 degree 16 minutes East along said West line a distance of 354.30 feet to a point having Lambert coordinates of x = 2,511,887.19 and y = 383,299.53;

Thence North 87 degrees 11 minutes East along the South line of said unitization agreement to the point of commencement, containing approximately 191 acres.

The property herein excepted from coverage under the above described lease is expressly limited to those depths located between sea level and the subsurface depth of 13,150 feet.

(b) DELTA DUCK CLUB DOME AREA -- All of the lands, beds and bottoms of all of the rivers, creeks, bayous, lakes, lagoons, bays, coves, sounds and inlets, including all islands, belonging to the State of Louisiana, and covered by State Mineral Lease No. 335, situated in the Parish of Plaquemines, State of Louisiana, and being situated or included within the following described boundaries:

Beginning at a point 13,200 feet due South of that certain well heretofore drilled and designated as "Texas-State-Octave Pass No.

1". Said "Texas-State-Octave Pass No. 1" well being North 83 degrees 45 minutes 19.4 seconds East 18,978.2 feet from U.S. Coast and Geodetic Survey Triangulation Station "EAST" 1922 (Station Latitude 29 degrees 14 minutes 27.158 seconds, and Longitude 89 degrees 14 minutes 23.459 second, North American Datum of 1927);

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Thence East from the point of beginning a distance of 20,064 feet to the East line of State Mineral Lease No. 335 being the Northerly and Westerly shoreline of the Gulf of Mexico;

Thence meandering in a Northerly and Westerly direction on and along the shoreline of the Gulf of Mexico to its point of intersection with the West bank of Main Pass;

Thence in a Northerly direction along the West bank of Main Pass a distance of 759.97 feet more or less to a point on the North line of the Delta Duck Club Dome Area Selection; said point being on an East-West line having Lambert coordinate $y = 240,736.44$;

Thence West on and along the North line of said Delta Duck Club Selection a distance of 10,171.03 feet to a point at a Lambert coordinate position of $x = 2,672,834.78$ and $y = 240,736.44$;

Thence South 18 degrees 08 minutes 22 seconds East a distance of 714.34 feet to a point;

Thence North 79 degrees 32 minutes 47 seconds West a distance of 1,427.88 feet to a point;

Thence South 47 degrees 21 minutes 22 seconds West a distance of 1,119.27 feet to a point;

Thence South 10 degrees 55 minutes 30 seconds East a distance of 691.19 feet to a point;

Thence South 50 degrees 51 minutes 19 seconds East a distance of 943.68 feet to a point;

Thence South 03 degrees 48 minutes 38 seconds East a distance of 216.1 feet to a point;

Thence South 75 degrees 41 minutes 17 seconds West a distance of 1,277.06 feet to a point;

Thence North 61 degrees 38 minutes 43 seconds West a distance of 938.70 feet to a point;

Thence South on and along said West Selection line a distance of 34,422.11 feet to the Southwest Corner of Delta Duck Club Selection;

Thence East on and along the South line of Delta Duck Club Selection a distance of 16,896 feet to the place of beginning and further

outlined in red on map prepared by Vernon F. Meyer and Associates, Inc. dated April, 1983.

LESS AND EXCEPT the property identified in a unitization agreement executed by the State Mineral Board, The Texas Company, W. T. Burton and Independent Oil and Gas Company, Inc., and others, dated September 28, 1943, creating what is termed Delta Duck Club Unit No. 1 and described as follows:

All of that certain area situated and included within Sections 29, 30, 31 and 32 of Township 20 South, Range 20 East and Sections 5 and 6 of Township 21 South, Range 21 East, containing approximately 3,840 acres, more or less, situated in the Parish of Plaquemines, State of Louisiana.

AND FURTHER LESS AND EXCEPT that property identified in a unitization agreement executed by the State Mineral Board, The Texas Company, W. T. Burton and Independent Oil and Gas Company, Inc., and others, dated March 23, 1948, creating what is termed Delta Duck Club Unit No. 2 and described as follows:

All of that certain area situated and included within Section 36, Township 20 South, Range 19 East, Sections 1 and 12, Township 21 South, Range 19 East, and Sections 7 and 8, Township 21 South, Range 20 East, containing approximately 3,200 acres, more or less, situated in the Parish of Plaquemines, State of Louisiana.

AND FURTHER LESS AND EXCEPT that portion of that property identified in a unitization agreement executed by the State Mineral Board, The Atled Corporation, the Edward Mead Johnson Corporation, the Estate of James G. Timolat, The Texas Company, and others, dated June 9, 1950, creating what is termed Delta Duck Club Unit No. 3, the aforesaid portion being described as follows:

That portion of Delta Duck Club Unit No. 3 described as commencing at a point in the West line of Delta Duck Club Unit No. 1 said point of commencement being South 2,847 feet from the Northwest Corner of the aforescribed Delta Duck Club Unit No. 1;

Thence South along the West line of Delta Duck Club Unit No. 1, a distance of 2,442 feet to a point, said point being the Northeast Corner of Section 36, Township 20 South, Range 19 East;

Thence West a distance of 5,280 feet more or less to the Northwest Corner of Delta Duck Club Unit No. 2;

Thence South along the West line of said Unit No. 2 a distance of 1,700 feet to a point;

Thence North 41 degrees 05 minutes 08 seconds West a distance of 3,309 feet more or less to a point on the Southerly and Easterly bank of Main Pass;

Thence in a Northerly and Easterly direction along the Southerly and Easterly bank of said Main Pass a distance of 3,929 feet more or less to a point;

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Thence South 74 degrees 21 minutes East a distance of 5,204 feet more or less to the point of beginning.

AND FURTHER LESS AND EXCEPT a portion of that property identified in a unitization agreement executed by the State Mineral Board, The California Company, Independent Oil and Gas Company, Inc., and others, dated as of September 14, 1949, and consented to by The Texas Company under date of October 28, 1949, creating what is termed North Main Pass and/or Romere Pass Unit, insofar as said unitization agreement bears upon and affects the property above described and captioned as Delta Duck Club Dome Area; the aforesaid portion being described as follows:

Commencing at a point in the West line of the aforescribed Delta Duck Club Selection, where said West line intersects the Northerly and Westerly edge of Main Pass;

Thence North along the West line of said Delta Duck Club Selection a distance of 17,410 feet more or less to a point;

Thence South 61 degrees 38 minutes 43 seconds East a distance of 938.70 feet to a point;

Thence North 75 degrees 41 minutes 17 seconds East a distance of 1,277 feet to a point;

Thence North 03 degrees 48 minutes 38 seconds West a distance of 216 feet to a point;

Thence North 50 degrees 51 minutes 19 seconds West a distance of 212 feet more or less to a point on the North line of Romere Pass Unit;

Thence East along the North line of said Romere Pass Unit a distance of 1,905 feet more or less to a point, said point being the Northeast Corner of the South Half (S 1/2) of Section 11, Township 20 South, Range 19 East;

Thence South 04 degrees 54 minutes 02 seconds West a distance of 4,725 feet more or less to a point, said point being the Northwest Corner of the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 13, Township 20 South, Range 19 East;

Thence East along the North line of the aforesaid South Half (S 1/2) a distance of 3,661.57 feet more or less to the left descending bank of an unnamed bayou;

Thence in a Southerly direction along the said left descending bank to its intersection with the Northerly or left descending bank of Main Pass;

Thence in a Southwesterly direction on the Northerly or left descending bank of Main Pass to the point of commencement;

AND FURTHER LESS AND EXCEPT that certain property (Tract ___ "A") described as follows:

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Commencing at a point on the Westerly extension of the North line of Delta Duck Club Unit No. 1, said point being 3,270 feet West of the Northwest Corner of said Delta Duck Club Unit No. 1;

Thence South 38 degrees 38 minutes 34 seconds West a distance of 1,359 feet more or less to a point;

Thence North 60 degrees 30 minutes 16 seconds West a distance of 2,300 feet more or less to a point on the Northerly and Westerly bank of Main Pass;

Thence in a Northeasterly direction along the Northerly and Westerly bank of Main Pass a distance of 7217 feet more or less, to a point; Thence South 44 degrees 20 minutes 19 seconds East a distance of 2,300 feet more or less, to a point;

Thence South 38 degrees 38 minutes 34 seconds West a distance of 5,210 feet more or less to the point of beginning.

The property herein excepted from coverage under the above described lease is expressly limited to those depths located between sea level and the subsurface depth of 16,800 feet.

(c) GRAND BAY DOME AREA -- All of the property now or formerly constituting the beds and bottoms of all of the rivers, creeks, bayous, lakes, lagoons, bays, coves, sounds, and inlets, including all islands, belonging to the State of Louisiana, and covered by State Mineral Lease No. 335, situated in the Parish of Plaquemines, State of Louisiana, and being situated or included within the following described boundaries;

Beginning at a point (Point "A") 15,840 feet due South of that certain well heretofore drilled and designated as "Texas-State-Lookout Pass No. 1", said "Texas-State-Lookout Pass No. 1" well being North 30 degrees 11 minutes 01 seconds West 35,307 feet from U.S. Coast and Geodetic Survey Triangulation Station "EAST" 1922 (Station Latitude 29 degrees 14 minutes 27.158 seconds, and Longitude 89 degrees 14 minutes 23.459 seconds, North American Datum of 1927);

Thence West 15,840 feet to a point (Point "B") at a Lambert coordinate position of $x = 2,634,082.41$ and $y = 229,592.15$, point also being the Southwest Corner of the Grand Bay Selection;

Thence North 18,574 feet more or less, to a point (Point "C") at a Lambert coordinate position of $x = 2,634,082.41$ and $y = 248,165.77$, said point being on the Southern shore line of Breton Sound;

Thence meandering in an easterly and northerly direction along the Southern shore line of Breton Sound to a point (Point "D") at a Lambert coordinate position of x = 2,638,870.67 and y = 251,737.53;

Thence South 57 degrees 01 minutes 33 seconds West a distance of 2,002.27 to a point (Point "E") at a Lambert coordinate position of x = 2,637,190.93 and y = 250,647.77;

Thence South 04 degrees 05 minutes 46 seconds East a distance of 3,911.34 feet to a point (Point "F"), at a Lambert coordinate position of x = 2,637,470.31 and y = 246,746.42;

Thence South 26 degrees 20 minutes 11 seconds East a distance of 5,966.49 feet to a point (Point "G") at a Lambert coordinate position of x = 2,640,117.30 and y = 241,399.23;

Thence South 62 degrees 50 minutes 31 seconds East a distance of 6,224.78 feet to a point (Point "H") at a Lambert coordinate position of x = 2,645,655.80 and y = 238,557.93;

Thence South 61 degrees 33 minutes 42 seconds East a distance of 2,726.77 feet to a point (Point "J") at a Lambert coordinate position of x = 2,648,053.63 and y = 237,259.41;

Thence South 63 degrees 41 minutes 04 seconds East a distance of 2,726.77 feet to a point (Point "K") at a Lambert coordinate position of x = 2,650,674.59 and y = 235,963.11;

Thence South 06 degrees 31 minutes 57 seconds East a distance of 4,342.77 to a point (Point "L") at a Lambert coordinate position of x = 2,651,168.64 and y = 231,648.54, said point being on the Eastern and Southern shore line of Breton Sound;

Thence meandering in an easterly and southerly direction along the shore line of Breton Sound to a point (Point "M"), said point being in the West line of the Southeast Quarter (SE 1/4) of Section 17, Township 20 South, Range 19 East, Plaquemines Parish, Louisiana, also being a portion of the West line of Romere Pass (North Main Pass) Unit;

Thence South along the West line of said Southeast Quarter (SE 1/4) a distance of 1,695.99 feet, more or less, to a point (Point "N") said point being the Northeast Corner of the Northwest Quarter (NW 1/4) of Section 20, of the aforesaid Township 20 South, Range 19 East;

Thence West along the North line of said Section 20, a distance of 2,602.74 feet more or less to the Northwest Corner of said Section 20 (Point "O");

Thence South along the West line of the aforesaid Section 20 a distance of 839 feet more or less to a point (Point "P") at a Lambert coordinate position of x = 2,652,042.39 and y = 229,592.17, point also being in the South line of Grand Bay Selection;

Thence West on and along the South line of Grand Bay Selection a distance of 2,119.98 feet to the point of beginning;

AND FURTHER all of the property now or formerly constituting the beds and bottoms of all of the rivers, creeks, bayous, lakes, lagoons, bays, coves, sounds, and inlets, including all islands, belonging to the State of Louisiana, and covered by State Mineral Lease No. 335, situated in the Parish of Plaquemines, State of Louisiana, lying below a depth of 17,098 feet subsea, and being situated or included within the following described boundaries;

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Beginning at a point of beginning located 9,097 feet due South of that certain well heretofore drilled and designated as "Texas-State-Lookout Pass No. 1", said "Texas-State-Lookout Pass No. 1" well being North 30 degrees 11 minutes 01 seconds West 35,307 feet from U.S. Coast and Geodetic Survey Triangulation Station "EAST"; 1922 (Station Latitude 29 degrees 14 minutes 27.158 seconds, and Longitude 89 degrees 14 minutes 23.459 seconds, North American Datum of 1927);

Thence South 63 degrees 41 minutes 04 seconds East a distance of 839.14 feet to a point (Point "K") at a Lambert coordinate position of $x = 2,650,674.59$ and $y = 235,963.11$, said point being on the Southern shore line of Breton Sound;

Thence meandering in an Easterly, Northerly and Westerly direction along the Southern shore line of Breton sound to a point (Point "D") at a Lambert coordinate position of $x = 2,638,870.67$ and $y = 251,737.53$;

Thence South 57 degrees 01 minutes 33 seconds West a distance of 2,002.27 to a point (Point "E") at a Lambert coordinate position of $x = 2,637,190.93$ and $y = 250,647.77$;

Thence South 04 degrees 05 minutes 46 seconds East a distance of 3,911.34 feet to a point (Point "F") at a Lambert coordinate position of $x = 2,637,470.31$ and $y = 246,746.42$;

Thence South 26 degrees 20 minutes 11 seconds East a distance of 5,966.49 feet to a point (Point "G") at a Lambert coordinate position of $x = 2,640,117.30$ and $y = 241,399.23$;

Thence South 62 degrees 50 minutes 31 seconds East a distance of 6,224.78 feet to a point (Point "H") at a Lambert coordinate position of $x = 2,645,655.80$ and $y = 238,557.93$;

Thence South 61 degrees 33 minutes 42 seconds East a distance of 2,726.77 feet to a point (Point "J") at a Lambert coordinate position of $x = 2,648,053.63$ and $y = 237,259.41$;

Thence South 63 degrees 41 minutes 04 seconds East a distance of 2,084.96 feet to the point of beginning.

- (3) That certain oil and gas lease from the State of Louisiana unto Wm. T. Burton designated as State Mineral Lease No. 340, under instrument dated February 7, 1936, an original of which is on file in the Division of State Lands, Department of Natural Resources of the State of Louisiana, having been recorded in the conveyance records of the Parish of Iberia, State of Louisiana in C.O.B. 126 at page 185 under Entry No. 49234; Parish of St. Mary, State of Louisiana, in C.O.B. 5-F at page 387 under Entry No. 60191; Parish of Terrebonne, State of Louisiana in C.O.B. 108 at page 304 under Entry No. 20681; and the Parish of Vermillion, State of Louisiana in C.O.B. 124 at page 615 under Entry No. 57878, insofar as said lease covers the following described property:

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(a) MOUND POINT FIELD-SOUTH MARSH ISLAND SELECTION -- Beginning at a point in the South shore line of Marsh Island which point is located 6,900 feet West of a North and South line drawn through U.S. Coast and Geodetic Survey Triangulation Station "LACROIX" 1933 (Station Latitude 29 degrees 32 minutes 17.947 seconds and Longitude 91 degrees 57 minutes 23.461 seconds, North American Datum of 1927);

Thence South a distance of 34,179.6 feet to a point in the Louisiana-U.S.A. boundary line, having a Lambert coordinate position of $x = 1,794,926.47$ and $y = 285,789.02$;

Thence in a Southeasterly direction along a curve to the left, having a Delta angle of 52 degrees 12 minutes 25 seconds a distance of 16,620.7 feet to a point having a Lambert coordinate position of $x = 1,808,997.00$ and $y = 278,064.00$;

Thence in a Southeasterly direction along a curve to the left, having a Delta angle of 23 degrees 41 minutes 51 seconds a distance of 7,544.37 feet to a point having a Lambert coordinate position of $x = 1,815,531.00$ and $y = 274,401.00$;

Thence in a Southeasterly direction along a curve to the left, having a Delta angle of 34 degrees 59 minutes 51 seconds a distance of 11,141.90 feet to a point having a Lambert coordinate position of $x = 1,817,077.00$ and $y = 263,541.00$;

Thence in a Southeasterly direction along a curve to the left, having a Delta angle of 69 degrees 00 minutes 52 seconds a distance of 21,971.6 feet to a point having a Lambert coordinate position of $x = 1,834,018.94$ and $y = 270,300.98$, said point being the Northeast Corner of Texaco-U.S.A. Lease 0310;

Thence North through the Gulf of Mexico a distance of 50,000.86 feet more or less to a point on the South shore line of Marsh Island;

Thence Westerly following on and along the shore line of Marsh Island and the boundary of State Mineral Lease No. 340 to the point of beginning.

LESS AND EXCEPT that certain property (Tract "A") described as follows:

Commencing at Point "A" as designated on map prepared by Vernon F. Meyer and Associates, Inc. dated April, 1983, at a Lambert coordinate position of $x = 1,834,263.09$ and $y = 264,268.14$, said Point "A" located 12,618.32 feet North of the Southeast Corner of the aforescribed Mound Point Field;

Thence West a distance of 2,995.00 feet to a point (Point "B");

Thence North a distance of 4,000 feet to a point (Point "C");

Thence East a distance of 2,995.00 feet to a point in the East line of the aforescribed Mound Point Field, said point being identified as Point "D";

Thence South a distance of 4,000 feet to the point of commencement.

ALSO LESS AND EXCEPT that certain property (Tract "B") described as follows:

Commencing at a point 26,842.84 feet North and 12,474.03 feet West of the Southeast Corner of Mound Point Field, said point being designated as Point "E" on map prepared by Vernon F. Meyer and Associates, Inc., dated April, 1983, and said point "E" having a Lambert coordinate position of $x = 1,821,789.06$ and $y = 278,904.65$;

Thence North 76 degrees 56 minutes 25 seconds West a distance of 1,381.79 feet to a point having a Lambert coordinate position of $x = 1,820,443.01$ and $y = 279,216.90$;

Thence North 76 degrees 56 minutes 25 seconds West a distance of 10,965.00 feet to a point having a Lambert coordinate position of $x = 1,809,761.63$ and $y = 281,694.65$;

Thence North 89 degrees 26 minutes 57 seconds West a distance of 9,493.95 feet to a point having a Lambert coordinate position of $x = 1,800,268.11$ and $y = 281,785.91$;

Thence North 20 degrees 48 minutes 27 seconds West a distance of 4,334.46 feet to a point having a Lambert coordinate position of $x = 1,798,728.39$ and $y = 285,837.67$;

Thence North 10 degrees 30 minutes 46 seconds East a distance of 1,620.95 feet to a point having a Lambert coordinate position of $x = 1,799,024.14$ and $y = 287,431.42$;

Thence North 18 degrees 08 minutes 30 seconds West a distance of 3,595.08 feet to a point having a Lambert coordinate position of $x = 1,797,904.74$ and $y = 290,847.78$;

Thence North 16 degrees 43 minutes 42 seconds East a distance of 4,494.35 feet to a point having a Lambert coordinate position of x = 1,799,198.38 and y = 295,151.93;

Thence North 85 degrees 35 minutes 11 seconds East a distance of 1,011.32 feet to a point having a Lambert coordinate position of x = 1,800,206.71 and y = 295,229.76;

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Thence North 15 degrees 27 minutes 10 seconds East a distance of 3,394.83 feet to a point having a Lambert coordinate position of x = 1,801,111.24 and y = 298,501.86;

Thence North 11 degrees 27 minutes 33 seconds East a distance of 3,438.24 feet to a point having a Lambert coordinate position of x = 1,801,794.31 and y = 301,871.57;

Thence North 41 degrees 32 minutes 59 seconds West a distance of 4,716.03 feet to a point having a Lambert coordinate position of x = 1,798,666.31 and y = 305,400.85;

Thence North 13 degrees 52 minutes 18 seconds East a distance of 7,926.71 feet to a point having a Lambert coordinate position of x = 1,800,566.71 and y = 313,096.48;

Thence South 35 degrees 04 minutes 36 seconds East a distance of 13,681.65 feet to a point having a Lambert coordinate position of x = 1,808,429.17 and y = 301,899.64;

Thence South 17 degrees 04 minutes 31 seconds East a distance of 4,925.01 feet to a point having a Lambert coordinate position of x = 1,809,875.29 and y = 297,191.73;

Thence South 56 degrees 17 minutes 53 seconds East a distance of 1,778.12 feet to a point having a Lambert coordinate position of x = 1,811,354.58 and y = 296,205.10;

Thence South 74 degrees 33 minutes 36 seconds East a distance of 1,109.14 feet to a point having a Lambert coordinate position of x = 1,812,423.70 and y = 295,909.81;

Thence North 48 degrees 59 minutes 28 seconds East a distance of 2,671.74 feet to a point having a Lambert coordinate position of x = 1,814,439.81 and y = 297,662.95;

Thence South 75 degrees 42 minutes 33 seconds East a distance of 3,343.01 feet to a point having a Lambert coordinate position of x = 1,817,679.37 and y = 296,837.75;

Thence North 54 degrees 27 minutes 24 seconds East a distance of 3,814.98 feet to a point having a Lambert coordinate position of x = 1,820,783.52 and y = 299,055.47;

Thence South 44 degrees 18 minutes 47 seconds East a distance of 3,430.25 feet to a point having a Lambert coordinate position of x = 1,823,179.83 and y = 296,601.01;

Thence South 36 degrees 55 minutes 02 seconds West a distance of 4,906.10 feet to a point having a Lambert coordinate position of x = 1,820,232.92 and y = 292,678.57;

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Thence South 64 degrees 06 minutes 12 seconds East a distance of 4,988.69 feet to a point having a Lambert coordinate position of x = 1,824,720.66 and y = 290,499.76;

Thence South 51 degrees 13 minutes 58 seconds West a distance of 6,052.95 feet to a point having a Lambert coordinate position of x = 1,820,001.21 and y = 286,709.65;

Thence South 00 degrees 12 minutes 09 seconds East a distance of 851.85 feet to a point having a Lambert coordinate position of x = 1,820,004.22 and y = 285,857.80;

Thence South 35 degrees 30 minutes 06 seconds East a distance of 5,719.33 feet to a point having a Lambert coordinate position of x = 1,823,325.59 and y = 281,201.71;

Thence South 33 degrees 46 minutes 45 seconds West a distance of 2,763.58 feet to the point of commencement.

The property herein excepted, described as Tract "A" and Tract "B" is expressly limited to those depths located between sea level and the subsurface depth of 18,837 feet.

(b) LIGHTHOUSE POINT FIELD, SOUTHWEST MARSH ISLAND SELECTION -- Beginning at a point in the South shore line of Marsh Island which is 6,900 feet West of a North and South line drawn through U.S. Coast and Geodetic Survey Triangulation Station "LaCroix", 1933 (Station Latitude 29 degrees 32 minutes 17.947 seconds and Longitude 91 degrees 57 minutes 23.461 seconds, North American Datum of 1927).

Thence South a distance of 34,279.63 feet to the Louisiana U.S. boundary line, said boundary line also being the North line of OCS Lease 0310;

Thence Northwesterly along said Louisiana-U.S.A. boundary line to a point which is 58,000 feet West of a North and South line drawn through the Northeast corner of the Southwest Marsh Island Prospect, said point also being the Northwest Corner of OCS Lease 0310;

Thence North a distance of 20,057.90 feet through the Gulf of Mexico to the South shore of Vermillion Parish and the North boundary of State Mineral Lease No. 340;

Thence Easterly following on and along the South shore line of Vermillion and Iberia Parishes and on the Northern boundary of State Mineral Lease No. 340, crossing Southwest Pass and continuing Southeasterly to the place of beginning;

LESS AND EXCEPT that certain property (Tract "1") described as follows:

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Beginning at a point having Lambert Grid coordinates of $x = 1,778,500.00$ and $y = 317,940.86$;

Thence go grid North to the shore line of Marsh Island;

Thence along the shore line of Marsh Island in a Southeasterly direction to a point on the shore line having a coordinate of $x = 1,786,500.0$;

Thence grid South to $x = 1,786,500.00$ and $y = 317,940.86$;

Thence grid West to the point of beginning and containing approximately 1,497 acres;

AND FURTHER LESS AND EXCEPT that certain property (Tract "2") described as follows:

Beginning at a point having Lambert Grid coordinates of $x = 1,779,000.00$ and $y = 310,463.59$;

Thence go grid East to $x = 1,788,500.00$ and $y = 310,463.59$;

Thence grid South to $x = 1,788,500.00$ and $y = 289,567.00$;

Thence Northwesterly along an arc of a circle centered at $x = 1,791,584.00$ and $y = 307,545.00$ to $x = 1,779,000.00$ and $y = 294,340.36$;

Thence grid North to the point of beginning and containing approximately 4,166 acres;

AND FURTHER LESS AND EXCEPT that certain property (Tract "3") described as follows:

Beginning at a point having Lambert Grid coordinates of $x = 1,757,500.00$ and $y = 319,665.00$;

Thence go grid South to $x = 1,757,500.00$ and $y = 315,284.43$;

Thence Westerly along an arc of a circle centered at $x = 1,758,630.00$ and $y = 333,490.00$ to $x = 1,751,585.00$ and $y = 316,665.00$;

Thence to $x = 1,749,527.00$ and $y = 316,597.00$;

Thence to $x = 1,745,678.00$ and $y = 316,238.00$;

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Thence to x = 1,741,757.00 and y = 315,745.00;

Thence to x = 1,738,098.00 and y = 314,155.00;

Thence Southwesterly along an arc of a circle centered at x = 1,730,831.00 and y = 330,886.00 to x = 1,737,269.00 and y = 313,819.00; 99

Thence to x = 1,736,899.89 and y = 313,679.82;

Thence to x = 1,736,943.10 and y = 319,665.00;

Thence to the point of beginning and containing approximately 1,837 acres.

AND FURTHER LESS AND EXCEPT that certain property (Tract "A") described as follows:

Beginning at a point on the North boundary line of OCS Lease 0310, said point of beginning being located at Lambert coordinates of x = 1,766,811.51 and y = 310,982.17;

Thence from said point of beginning North 16 degrees 36 minutes 54 seconds West a distance of 4,361.92 feet to a point at a Lambert coordinate position of x = 1,765,564.26 and y = 315,161.97;

Thence North 07 degrees 08 minutes 47 seconds East a distance of 6,117.62 feet;

Thence North 87 degrees 29 minutes 19 seconds East a distance of 12,186.39 feet to a point on the West line of the previously described Tract "1";

Thence due South a distance of 8,111.74 feet to a point at Lambert coordinate positions of x = 1,778,500.00 and y = 313,654.33;

Thence South 34 degrees 03 minutes 03 seconds East a distance of 3,851.04 feet to a point on the North line of the previously described Tract "2";

Thence West a distance of 1,656.30 feet to the Northwest Corner of the previously described Tract "2";

Thence South a distance of 5,496.88 feet;

Thence West a distance of 4,089.80 feet;

Thence South a distance of 4,818.91 feet to a point on the North line of Texaco U.S.A. OCS-0310, having Lambert coordinates of x = 1,774,910.2 and y = 300,147.80;

Thence in a Northwesterly direction along a curve to the right, having a Delta angle of 18 degrees 35 minutes 21.82 seconds a distance of 5,918.16 feet to a point having a Lambert coordinate position of x = 1,773,422.00 and y = 305,849.00;

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Thence in a Northwesterly direction along a curve to the right, having a Delta angle of 08 degrees 19 minutes 0.7 seconds a distance of 2,647.77 feet to a point having a Lambert coordinate position of x = 1,771,284.00 and y = 307,407.00;

Thence in a Northwesterly direction along a curve to the right, having a Delta angle of 08 degrees 16 minutes 30 seconds a distance of 2,634.41 feet to a point having a Lambert coordinate position of x = 1,769,317.00 and y = 309,156.00;

Thence in a Northwesterly direction along a curve to the right, having a Delta angle of 09 degrees 45 minutes 01 seconds a distance of 3,104.13 feet to the point of commencement.

AND FURTHER LESS AND EXCEPT that certain property (Tract "B") described as follows:

Commencing at a point located 4,191.20 feet North and 32,269.46 feet West of U.S. Coast & Geodetic Survey Triangulation Station "LACROIX" 1933 (Station Latitude 29 degrees 32 minutes 17.947 seconds and Longitude 91 degrees 57 minutes 23.461 seconds, North American Datum of 1927), said point being designated "B" on map by Vernon F. Meyer and Associates, Inc. dated April, 1983;

Thence West a distance of 4,000 feet;

Thence North a distance of 4,000 feet;

Thence East a distance of 4,000 feet;

Thence South a distance of 4,000 feet to the point of beginning;

AND FURTHER LESS AND EXCEPT that certain property (Tract "C") described as follows:

Commencing at a point 2,821.49 feet North and 37,828.03 feet West of U.S. Coast and Geodetic Survey Triangulation Station "LACROIX" 1933 (Station Latitude 32 minutes 17.947 seconds and Longitude 91 degrees 57 minutes 23.461 seconds, North American Datum of 1927), said point being designated "C" on map by Vernon F. Meyer and Associates, Inc. dated April, 1983;

Thence West a distance of 4,000 feet;

Thence North a distance of 4,000 feet;

Thence East a distance of 4,000 feet;

Thence South a distance of 4,000 feet to the point of commencement.

The property herein excepted, described as Tract "1", Tract "2", Tract "3" and Tract "A", Tract "B" and Tract "C", is expressly limited to those depths located between sea level and the subsurface depth of 16,360 feet.

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(c) COTE BLANCHE ISLAND DOME AREA -- Beginning at a point in the Northern shore line of West Cote Blanche Bay which point is 12,672 feet East of a North and South line drawn through U.S. Coast and Geodetic Survey Triangulation Station "BLUFF" 1933 (Station Latitude 29 degrees 44 minutes 13.530 seconds, and Longitude 91 degrees 42 minutes 47.502 seconds, North American Datum of 1927);

Thence South to a point which is 13,060 feet South of an East and West line drawn through said U.S. Coast and Geodetic Survey Triangulation Station "BLUFF";

Thence West 24,363 feet, more or less, to the East boundary of the West Cote Blanche Bay Dome Area hereinafter described;

Thence North on the East boundary of the said West Cote Blanche Bay Dome Area to the Northern shore line of West Cote Blanche Bay;

Thence in an Easterly direction following on the Northern shore line of West Cote Blanche Bay to the place of beginning, as shown in red on map by Vernon F. Meyer and Associates, Inc. dated April, 1983.

LESS AND EXCEPT the following described tract:

Commencing at point "A" in the East line of Cote Blanche Island Dome Selection, said point located 7,674.22 feet North of the Southeast Corner of said Selection;

Thence South 45 degrees 46 minutes 15 seconds West a distance of 4,253.23 feet to point "B";

Thence South 36 degrees 29 minutes 45 seconds West a distance of 5,855.79 feet to point "C" in the South line of the aforesaid Selection;

Thence West on the South line of said Selection a distance of 6,622.27 feet to point "D";

Thence North 61 degrees 20 minutes 43 seconds West a distance of 9,437.15 feet to point "E";

Thence North 00 degrees 24 minutes 58 seconds West a distance of 12,573.78 feet to point "F" in the Northern shore line of West Cote Blanche Bay;

Thence in an Easterly direction following along the Northern shore line of West Cote Blanche Bay to the Northeast Corner of Cote Blanche Island Selection (Point "G");

Thence South a distance of 7,856.77 feet more or less to the point of commencement.

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Points labeled "A" through "G" in the above described tract are shown on map prepared by Vernon F. Meyer and Associates, Inc. dated April, 1983.

The property herein excepted being expressly limited to those depths located between sea level and the subsurface depth of 19,520 feet.

(d) WEST COTE BLANCHE BAY DOME AREA -- Beginning at a point 15,840 feet due East of that certain well heretofore drilled and designated as "Texas-State-West Cote Blanche Bay No. 1" which said well is located South 04 degrees 00 minutes 03 seconds East 21,707.6 feet from U.S. Coast and Geodetic Survey Triangulation Station "BRUSH" 1933 (Station Latitude 29 degrees 43 minutes 55.413 seconds, and Longitude 91 degrees 48 minutes 16.936 seconds, North American Datum of 1927);

Thence South from the point of beginning 21,120 feet to a point;

Thence West 31,680 feet to a point;

Thence North 33,981.88 feet to the North shore line of West Cote Blanche Bay;

Thence Northeasterly and Easterly following on the Northern shore line of West Cote Blanche Bay to a point which is North of the point of beginning;

Thence South 27,708.53 feet to the point of beginning.

LESS AND EXCEPT that certain property (Tract "A") described as follows:

Commencing at point "A" located 14,833.57 feet North and 9,675.46 feet West from the Southeast corner of said West Cote Blanche Bay Selection;

Thence North 68 degrees 37 minutes 06 seconds West a distance of 3,711.46 feet to point "B";

Thence North 53 degrees 42 minutes 20 seconds West a distance of 1,530.13 feet to point "C";

Thence North 69 degrees 22 minutes 09 seconds West a distance of 9,794.95 feet to point "D";

Thence North 77 degrees 09 minutes 11 seconds West a distance of 1,893.32 feet to point "E";

Thence North 44 degrees 27 minutes 31 seconds West a distance of 428.93 feet to point "F";

Thence North 71 degrees 11 minutes 19 seconds West a distance of 826.11 feet to point "G";

Thence North 02 degrees 28 minutes 29 seconds East a distance of 2,462.32 feet to point "H";

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Thence North 03 degrees 52 minutes 53 seconds West a distance of 2,317.91 feet to point "J";

Thence North 40 degrees 23 minutes 57 seconds East a distance of 11,221.39 feet to point "K";

Thence North 29 degrees 35 minutes 51 seconds East a distance of 856.95 feet to point "L";

Thence North 86 degrees 57 minutes 14 seconds East a distance of 238.43 feet to point "M";

Thence North 20 degrees 16 minutes 29 seconds East a distance of 290.22 feet to point "N";

Thence South 77 degrees 59 minutes 33 seconds East a distance of 448.02 feet to point "O";

Thence North 75 degrees 36 minutes 42 seconds East a distance of 550.92 feet to point "P";

Thence North 57 degrees 59 minutes 05 seconds East a distance of 1,088.60 feet to point "Q";

Thence South 67 degrees 32 minutes 23 seconds East a distance of 2,142.60 feet to point "R";

Thence South 10 degrees 47 minutes 04 seconds East a distance of 1,160.98 feet to point "S";

Thence South 37 degrees 49 minutes 44 seconds East a distance of 2,627.08 feet to point "T";

Thence South 55 degrees 45 minutes 54 seconds East a distance of 1,305.96 feet to point "U"

Thence South 33 degrees 05 minutes 32 seconds East a distance of 3,166.72 feet to point "V";

Thence South 11 degrees 01 minutes 33 seconds East a distance of 186.87 feet to point "W";

Thence South 69 degrees 45 minutes 17 seconds East a distance of 268.67 feet to point "X";

Thence South 37 degrees 14 minutes 54 seconds East a distance of 3,315.76 feet to point "Y";

Thence South 00 degrees 30 minutes 15 seconds West a distance of 5,719.60 feet to point "Z";

Thence South 11 degrees 40 minutes 39 seconds East a distance of 1,431.37 feet to point "AA";

Thence South 10 degrees 27 minutes 42 seconds West a distance of 1,307.85 feet to point "BB";

Thence South 01 degree 27 minutes 13 seconds East a distance of 2,341.34 feet to point "CC";

Thence North 84 degrees 51 minutes 35 seconds West a distance of 948.25 feet to point "DD";

Thence South 61 degrees 20 minutes 24 seconds West a distance of 1,261.12 feet to point "EE";

Thence South 37 degrees 30 minutes 00 seconds West a distance of 12.81 feet to the point of commencement.

AND FURTHER LESS AND EXCEPT that certain property (Tract "B") described as follows:

Commencing at a point in the South line of West Cote Blanche Bay Selection, said point located 16,281.78 feet East of the Southwest Corner of said Selection;

Thence North 01 degree 47 minutes 28 seconds East a distance of 359.16 feet to a point;

Thence North 19 degrees 23 minutes 46 seconds East a distance of 153.88 feet to a point;

Thence North 26 degrees 18 minutes 53 seconds East a distance of 169.16 feet to a point;

Thence North 01 degree 13 minutes 14 seconds East a distance of 96.14 feet to a point;

Thence North 36 degrees 55 minutes 44 seconds East a distance of 188.15 feet to a point;

Thence North 39 degrees 01 minutes 56 seconds East a distance of 151.94 feet to a point;

Thence North 24 degrees 55 minutes 33 seconds East a distance of 213.89 feet to a point;

Thence North 27 degrees 01 minutes 08 seconds East a distance of 190.69 feet to a point;

Thence North 28 degrees 39 minutes 16 seconds East a distance of 205.27 feet to a point;

Thence South 67 degrees 02 minutes 20 seconds West a distance of 21.55 feet to a point;

Thence South 76 degrees 45 minutes 18 seconds East a distance of 603.29 feet to a point;

Thence South 75 degrees 43 minutes 23 seconds East a distance of 774.35 feet to a point;

Thence South 73 degrees 23 minutes 56 seconds East a distance of 806.89 feet to a point;

Thence South 74 degrees 09 minutes 18 seconds East a distance of 431.08 feet to a point;

Thence South 81 degrees 43 minutes 47 seconds East a distance of 586.24 feet to a point;

Thence South 75 degrees 32 minutes 16 seconds East a distance of 438.43 feet to a point;

Thence South 69 degrees 25 minutes 31 seconds East a distance of 637.66 feet to a point;

Thence South 68 degrees 56 minutes 32 seconds East a distance of 153.47 feet to a point;

Thence South 62 degrees 11 minutes 59 seconds East a distance of 235.57 feet to a point;

Thence South 66 degrees 47 minutes 23 seconds East a distance of 257.03 feet to a point;

Thence South 61 degrees 14 minutes 34 seconds East a distance of 403.73 feet to a point in the South line of West Cote Blanche Bay Selection, said point located 9,725.68 feet West of the Southeast Corner of said West Cote Blanche Bay Selection;

Thence West a distance of 5,672.54 feet to the point of commencement.

The property herein excepted, described as Tract "A" and Tract "B" above is expressly limited to those depths located between sea level and the subsurface depth of 15,000 feet.

(e) BAYOU SALE DOME AREA -- Beginning at a point on the Eastern shore line of East Cote Blanche Bay where the Township line between Township 16 and 17 South, Range 9 East, Southwestern District of Louisiana, intersects said shore line, said beginning point is on the North boundary of State Mineral Lease No. 329;

Thence West on the Westward projection of said Township line and on the North boundary of State Mineral Lease No. 329 to point marked "I" on map prepared by Vernon F. Meyer and Associates, Inc. dated April, 1983, which is North of Point Chevreuil and which is the Northwest Corner of State Mineral Lease No. 329;

Thence South 26,400 feet on the West boundary of State Mineral Lease No. 329;

Thence West 15,840 feet to a point

Thence North to the North shore line of East Cote Blanche Bay;

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Thence Northeasterly, Easterly and Southerly following on the Northern and Eastern shore lines of East Cote Blanche Bay to the point of beginning.

LESS AND EXCEPT that certain property (Tract "A") described as follows:

Commencing at point "A" in the East line of the aforescribed Bayou Sale Dome Selection, said point being 4,698.19 feet North from the Southeast Corner of said Bayou Sale Dome Selection;

Thence West a distance of 2,660.26 feet to point "B";

Thence North a distance of 4,000.00 feet to point "C";

Thence East a distance of 2,660.26 feet to point "D" on the East line of said Bayou Sale Dome Selection;

Thence South along said Selection line a distance of 4,000.00 feet to the point of commencement.

AND FURTHER LESS AND EXCEPT that certain property (Tract "B") described as follows:

Commencing at point "E" in the East line of Bayou Sale Dome Selection at a point 25,365.42 feet North from the Southeast Corner of said Selection;

Thence North 61 degrees 38 minutes 10 seconds West a distance of 11,980.56 feet to point "F";

Thence North 38 degrees 56 minutes 54 seconds East a distance of 10,952.43 feet to point "G" in the North shore line of East Cote Blanche Bay;

Thence in an Easterly and Southerly direction following along the Northern and Eastern shore line of East Cote Blanche Bay to point "H";

Thence West a distance of 3,850.74 feet to point "I";

Thence South a distance of 1,034.58 feet to the point of commencement.

AND FURTHER LESS AND EXCEPT that certain property (Tract "C") described as follows:

Commencing at point "J" located 19,903.52 feet North and 6,900.49 feet West of the Southeast Corner of Bayou Sale Dome Selection;

Thence from said point of commencement South 78 degrees 43 minutes 37 seconds West a distance of 8,015.82 feet to point "K";

Thence North 11 degrees 16 minutes 23 seconds West a distance of 4,000.00 feet to point "L";

Thence North 78 degrees 43 minutes 37 seconds East a distance of 8,015.82 feet to point "M";

Thence South 11 degrees 16 minutes 23 seconds East a distance of 4,000.00 feet to the point of commencement.

AND FURTHER LESS AND EXCEPT that certain property (Tract "D") described as follows:

Commencing at point "N" located 25,364.55 feet North and 1,135.50 feet East of the Southwest Corner of Bayou Sale Dome Selection;

Thence North a distance of 4,000.00 feet to point "O";

Thence East a distance of 4,000.00 feet to point "P";

Thence South a distance of 4,000.00 feet to point "Q";

Thence West a distance of 4,000.00 feet to the point of commencement.

Tracts A, B, C and D are shown and represented on map prepared by Vernon F. Meyer and Associates, Inc., dated April, 1983 and colored in green and designated thereon as proven limit lines.

The property herein excepted, described as Tract "A", Tract "B", Tract "C" and Tract "D" above is expressly limited to those depths located between sea level and the subsurface depth of 16,100 feet.

(f) BELLE ISLE DOME AREA -- All of the property now or formerly constituting the beds and other bottoms of lagoons, lakes, gulfs, bays, coves, sounds, inlets and other water bodies, and also all islands and other lands belonging to the State of Louisiana, and covered by State Mineral Lease No. 340, and being situated or included within the following described boundaries:

Beginning at a point (Marked "A" on map prepared by Vernon F. Meyer and Associates, Inc. dated April, 1983) located 14,200 feet

East and 13,200 feet South of U.S. Coast and Geodetic Survey Triangulation Station "BELLE ISLE" 1855 (Station Latitude 29 degrees 31 minutes 27.463 seconds, and Longitude 91 degrees 24 minutes 09.647 seconds, North American Datum of 1927);

Thence West 26,400 feet to point "B";

Thence North 20,256.66 feet to the North Boundary of State Mineral Lease No. 340 on the North shore of Atchafalaya Bay (Point "C");

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Thence 1,492 feet more or less Southeasterly and Easterly following on and along the North boundary of State Mineral Lease No. 340 and the Northerly shore line of Atchafalaya Bay to Point "D";

Thence South 29 degrees 27 minutes 35 seconds East a distance of 3,020.32 feet to Point "E" at a Lambert coordinate position of $x = 1,968,698.99$ and $y = 316,046.68$;

Thence South 89 degrees 30 minutes 39 seconds West a distance of 1,616.61 feet to Point "F";

Thence South 10 degrees 19 minutes 11 seconds East a distance of 11,451.94 feet to Point "G";

Thence South 47 degrees 07 minutes 34 seconds East a distance of 5,682.51 feet to Point "H";

Thence South 59 degrees 05 minutes 9 seconds East a distance of 2,192.76 feet to Point "J";

Thence South 83 degrees 16 minutes 3 seconds East a distance of 4,770.50 feet to Point "K";

Thence North 77 degrees 33 minutes 6 seconds East a distance of 5,338.20 feet to Point "L";

Thence North 28 degrees 26 minutes 59 seconds East a distance of 8,280.47 feet to Point "M", on the North boundary of State Mineral Lease No. 340 on the North shore line of Atchafalaya Bay;

Thence in an Easterly and Northerly direction on and along the North line of State Mineral Lease No. 340, a distance of 3,272 feet more or less to Point "N" on the North line of Section 5, Township 18 South, Range 11 East;

Thence South 89 degrees 26 minutes 43 seconds East a distance of 318.44 feet to the Northeast Corner of Belle Isle Dome Selection (Point "O");

Thence South a distance of 9,837.00 feet to the point of beginning.

Point "A" through "O" are shown on map by Vernon F. Meyer and Associates, Inc. dated April, 1983.

AND FURTHER all of the property now or formerly constituting the beds and other bottoms of lagoons, lakes, gulfs, bays, coves, sounds, inlets, and other water bodies, and also all islands and other lands belonging to the State of Louisiana, and covered by State Mineral Lease No. 340, lying below the depth of 15,800 feet subsea, and being situated or included within the following described boundaries;

Beginning at a point (Marked "M" on map prepared by Vernon F. Meyer and Associates, Inc. dated April, 1983), said point "M" located 11,130 feet East of and 4,235 feet South of U.S. Coast and Geodetic Survey Triangulation Station "BELLE ISLE" 1855 (Station Latitude 29 degrees 31 minutes 27.463 seconds, and Longitude 91 degrees 24 minutes 09.647 seconds, North American Datum of 1927), said point "M" further described as being in the boundary of State Mineral Lease No. 340 and on the North shore of Atchafalaya Bay;

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Thence from said point of commencement meander on and along the North boundary of State Mineral Lease No. 340 and the Northern shore of Atchafalaya Bay to a point (Point "E") at a Lambert coordinate position of $x = 1,968,698.99$ and $y = 316,046.68$;

Thence South 89 degrees 30 minutes 39 seconds West a distance of 1,616.61 feet to Point "F";

Thence South 10 degrees 19 minutes 11 seconds East a distance of 11,451.94 feet to Point "G";

Thence South 47 degrees 07 minutes 34 seconds East a distance of 5,682.51 feet to Point "H";

Thence South 59 degrees 05 minutes 09 seconds East a distance of 2,192.76 feet to Point "J";

Thence South 83 degrees 16 minutes 03 seconds East a distance of 4,770.50 feet to Point "K";

Thence North 77 degrees 33 minutes 06 seconds East a distance of 5,338.20 feet to Point "L";

Thence North 28 degrees 26 minutes 59 seconds East a distance of 8,280.47 feet to Point "M" the point of commencement.

(g) RABBIT ISLAND DOME AREA -- Beginning at point (Point "A") which is 21,120 feet East of a concrete monument set on a shell reef in Atchafalaya Bay, said monument being located South 02 degrees 05 minutes 11 seconds East 29,819.2 feet from U.S. Coast and Geodetic Survey Triangulation Station "ISLAND" 1933 (Station Latitude 29 degrees 30 minutes 31.433 seconds, and Longitude 91 degrees 36 minutes 00.428 seconds, North American Datum of 1927);

Thence South from the point of beginning 21,120 feet to a point "B";

Thence West 42,240 feet to a point "C";

Thence North 42,240 feet to a point "D";

Thence East 42,240 feet to a point "E";

Thence South 21,120 feet to the point of beginning.

LESS AND EXCEPT that certain property (Tract "A") described as follows:

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Commencing at the Northwest Corner of Rabbit Island Selection. Said point of beginning labeled "D" on aforesaid map prepared by Vernon F. Meyer and Associates, Inc. dated April, 1983.

Thence East a distance of 25,429.77 feet to point "F";

Thence South 32 degrees 45 minutes 21 seconds East a distance of 22,078.80 feet to point "G";

Thence South 53 degrees 17 minutes 45 seconds East a distance of 152.26 feet to point "H";

Thence South 20 degrees 03 minutes 31 seconds East a distance of 4,981.43 feet to point "I";

Thence South 38 degrees 02 minutes 13 seconds West a distance of 6,347.57 feet to point "J";

Thence South 29 degrees 53 minutes 54 seconds West a distance of 1,874.48 feet to point "K";

Thence South 69 degrees 09 minutes 38 seconds West a distance of 209.78 feet to point "L";

Thence South 81 degrees 51 minutes 08 seconds West a distance of 1,557.17 feet to point "M";

Thence South 14 degrees 50 minutes 29 seconds West a distance of 4,980.71 feet to point "N";

Thence South 74 degrees 35 minutes 41 seconds West a distance of 2,306.38 feet to point "O";

Thence North 45 degrees 38 minutes 41 seconds West a distance of 4,624.10 feet to point "P";

Thence North 85 degrees 44 minutes 30 seconds West a distance of 2,465.15 feet to point "Q";

Thence North 63 degrees 51 minutes 42 seconds West a distance of 6,137.83 feet to point "R";

Thence North 78 degrees 57 minutes 30 seconds West a distance of 632.08 feet to point "S";

Thence North 70 degrees 20 minutes 10 seconds West a distance of 3,818.45 feet to point "T";

Thence North 36 degrees 24 minutes 00 seconds West a distance of 1,207.68 feet to point "U";

Thence North 47 degrees 57 minutes 03 seconds West a distance of 4,964.51 feet to point "V";

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Thence North 20 degrees 20 minutes 04 seconds East a distance of 1,739.52 feet to point "W";

Thence North 42 degrees 35 minutes 19 seconds West a distance of 5,163.15 feet to point "X";

Thence North 17 degrees 33 minutes 29 seconds East a distance of 3,676.94 feet to point "Y";

Thence North 76 degrees 19 minutes 45 seconds West a distance of 7,674.53 feet to point "Z"; said point being 13,102.75 feet South of the Northwest Corner of said Rabbit Island Selection;

Thence North a distance of 13,102.75 feet to the point of commencement.

AND FURTHER LESS AND EXCEPT that certain property (Tract "B") described as follows:

Commencing at a point located 8,263.03 feet North and 4,060.97 West from the Southeast Corner of the aforescribed Rabbit Island Selection said point labeled "DD" on map prepared by Vernon F. Meyer and Associates, Inc. dated April, 1983.

Thence West a distance of 4,000.00 feet to point "EE";

Thence North a distance of 4,000.00 feet to point "FF";

Thence East a distance of 4,000.00 feet to point "GG";

Thence South a distance of 4,000.00 feet to the point of commencement.

AND FURTHER LESS AND EXCEPT that certain property (Tract "C") described as follows:

Commencing at the Southwest corner of the aforescribed Rabbit Island Selection (Point "C"); thence North along the West line of said Selection a distance of 2,128.95 feet to point "CC"; said point being in a line identified as 4th Supplemental Decree Line on a map prepared by Texaco, Inc. dated December 10, 1982; thence in an Easterly direction a distance of 6,182 feet more or less, to point "BB", at a Lambert coordinate position of x = 1,901,280.92 and y = 258,057.60;

Thence in an Easterly and Southerly direction a distance of 4,138.96 feet to point "AA" at a Lambert coordinate position of x = 1,904,472.84 and y = 255,439.70, said point being on the South line of Rabbit Island Selection;

Thence West a distance of 9,371.04 to the point of commencement.

Tracts A, B and C are shown and represented on map prepared by Vernon F. Meyer and Associates, Inc. dated April, 1983, and colored in green and further designated thereon as proven limit line. 112

The property herein excepted, described as Tract "A", Tract "B" and Tract "C" above is expressly limited to those depths located between sea level and the subsurface depth of 17,051 feet.

(h) VERMILION BAY DOME -- That portion of the VERMILION BAY DOME SELECTION situated within the Parishes of Iberia and St. Mary, which VERMILION BAY DOME SELECTION is described as follows:

All that part of the bed and bottom of Vermilion Bay belonging to the State of Louisiana and located in the Parishes of Iberia and St. Mary, State of Louisiana, and covered by State Mineral Lease Nos. 334 and 340 and being situated or included within the following described boundaries:

BEGINNING at a point 8,650 feet due south of that certain well heretofore drilled and designated as "Texas-State-Vermilion Bay No. B-4", which well is located south 40 degrees 34 minutes 57 seconds West 17,010 feet from U.S. Coast and Geodetic Survey Triangulation Station "OAK" 1933 (Station latitude 29 degrees 42 minutes 36.48 seconds and Longitude 91 degrees 52 minutes 53.75 seconds North American Datum of 1927);

Thence East from the point of beginning 8875 feet to a point;

Thence North 29,040 feet to a point;

Thence West 26,400 feet to a point;

Thence South 29,040 feet to a point;

Thence East 17,525 feet to the place of beginning, all as outlined in red and designated as "Vermilion Bay Dome Area" on the map attached to that agreement between The State Mineral Board and The Texas Company dated November 18, 1943, and recorded in the Conveyance Records of the Parish of Iberia in Book 156 at Page 295 under Entry No. 63951 and which said map is marked Exhibit "A" and further outlined in red on map by Vernon F. Meyer and Associates, Inc., dated April, 1983, representing the Vermilion Bay Selection.

LESS AND EXCEPT that certain property (Tract "A") described as follows:

Commencing at a point located 9,729.13 feet North and 4,633.26 feet West of the Southeast Corner of the aforescribed Vermilion Bay Selection; said point located at Lambert coordinate position $x = 1,819,125.83$ and $y = 368,027.92$;

Thence South 46 degrees 46 minutes 05 seconds West from said point of commencement a distance of 4,453.89 feet to a point at a Lambert coordinate position of $x = 1,815,854.87$ and $y = 365,005.01$;

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Thence South 55 degrees 41 minutes 21 seconds West a distance of 2,919.89 feet to a point at a Lambert coordinate position of $x = 1,813,429.12$ and $y = 363,379.74$;

Thence North 77 degrees 40 minutes 52 seconds West a distance of 3,074.95 feet to a point at a Lambert coordinate position of $x = 1,810,430.68$ and $y = 364,061.41$;

Thence North 65 degrees 27 minutes 11 seconds West a distance of 2,831.24 feet to a point at a Lambert coordinate position of $x = 1,807,865.46$ and $y = 365,259.55$;

Thence North 30 degrees 39 minutes 46 seconds West a distance of 3,408.37 feet to a point at a Lambert coordinate position of $x = 1,806,152.32$ and $y = 368,206.10$;

Thence North 53 degrees 12 minutes 03 seconds West a distance of 2,315.72 feet to a point at a Lambert coordinate position of $x = 1,804,309.93$ and $y = 369,609.02$;

Thence North 14 degrees 32 minutes 12 seconds West a distance of 158.95 feet to a point at a Lambert coordinate position of $x = 1,804,271.35$ and $y = 369,763.21$;

Thence North 53 degrees 54 minutes 32 seconds West a distance of 445.32 feet to a point at a Lambert coordinate position of $x = 1,803,913.74$ and $y = 370,028.60$;

Thence North 03 degrees 38 minutes 26 seconds East a distance of 639.13 feet to a point at a Lambert coordinate position of $x = 1,803,959.76$ and $y = 370,666.07$;

Thence North 19 degrees 36 minutes 08 seconds West a distance of 5,097.58 feet to a point at a Lambert coordinate position of $x = 1,802,290.63$ and $y = 375,482.64$;

Thence North 48 degrees 49 minutes 41 seconds East a distance of 5,107.58 feet to a point at a Lambert coordinate position of $x = 1,806,163.84$ and $y = 378,812.15$;

Thence North 31 degrees 47 minutes 11 seconds East a distance of 959.62 feet to a point at a Lambert coordinate position of $x = 1,806,667.27$ and $y = 379,623.50$;

Thence South 74 degrees 00 minutes 44 seconds East a distance of 307.52 feet to a point at a Lambert coordinate position of x = 1,806,971.16 and y = 379,536.28;

Thence North 51 degrees 48 minutes 19 seconds East a distance of 141.50 feet to a point at a Lambert coordinate position of x = 1,807,083.11 and y = 379,622.83;

Thence South 85 degrees 37 minutes 17 seconds East a distance of 1,410.39 feet to a point at a Lambert coordinate position of x = 1,808,488.42 and y = 379,503.15;

Thence South 89 degrees 45 minutes 04 seconds East a distance of 3,477.65 feet to a point at a Lambert coordinate position of x = 1,811,965.79 and y = 379,458.37;

Thence South 53 degrees 54 minutes 41 seconds East a distance of 652.95 feet to a point at a Lambert coordinate position of x = 1,812,490.14 and y = 379,069.26;

Thence South 77 degrees 09 minutes 59 seconds East a distance of 5,233.33 feet to a point at a Lambert coordinate position of x = 1,817,582.64 and y = 377,863.32;

Thence South 18 degrees 11 minutes 35 seconds East a distance of 4,987.12 feet to a point at a Lambert coordinate position of x = 1,819,099.23 and y = 373,112.39;

Thence South 02 degrees 38 minutes 03 seconds West a distance of 2,256.43 feet to a point at a Lambert coordinate position of x = 1,818,976.31 and y = 370,859.32;

Thence South 03 degrees 31 minutes 11 seconds East a distance of 2,835.34 feet to the point of commencement.

FURTHER LESS AND EXCEPT that certain property (Tract "B") described as follows:

Commencing at a point on the East line of the aforesaid Vermilion Bay Selection, said point being 12,816.02 feet North from the Southeast Corner of said Selection and having a Lambert coordinate position of x = 1,823,759.09 and y = 371,114.81;

Thence North along said East Selection line a distance of 4,000 feet to a point at a Lambert coordinate position of x = 1,823,759.09 and y = 375,114.81;

Thence West a distance of 4,008.37 feet to a point at a Lambert coordinate position of x = 1,819,750.72 and y = 375,114.81;

Thence South a distance of 4,000 feet to a point at a Lambert coordinate position of x = 1,819,750.72 and y = 371,114.81;

Thence East a distance of 4,008.37 feet to the point of commencement.

FURTHER LESS AND EXCEPT that certain property (Tract "C") described as follows:

Commencing at a point on the South line of the Vermillion Bay Selection, said point being 6,956.39 feet West from the Southeast Corner of said Selection and having a Lambert coordinate position of $x = 1,816,802.70$ and $y = 358,298.79$;

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Thence North a distance of 2,284.84 feet to a point at a Lambert coordinate position of $x = 1,816,802.70$ and $y = 360,583.63$;

Thence West a distance of 4,000 feet to a point at a Lambert coordinate position of $x = 1,812,802.70$ and $y = 360,583.63$;

Thence South a distance of 2,284.84 feet to a point at a Lambert coordinate position of $x = 1,812,802.70$ and $y = 358,298.79$;

Thence East along South line of Selection a distance of 4,000 feet to the point of commencement;

The property herein excepted and described as Tract "A", Tract "B" and Tract "C" being expressly limited to those depths located between sea level and the subsurface depth of 18,030 feet.

- (4) That certain oil and gas lease from the State of Louisiana unto Wm. T. Burton designated as State Mineral Lease No. 341, under instrument dated February 18, 1936, an original of which is on file in the Division of State Lands, Department of Natural Resources of the State of Louisiana, having been recorded in the conveyance records of the Parish of St. Mary, State of Louisiana in C.O.B. 5-F, at page 425 under Entry No. 60215, and the records of the Parish of Terrebonne, State of Louisiana in C.O.B. 108 at page 300 under Entry No. 20679, insofar as said lease covers the following described property, to-wit:

BATEMAN LAKE UNIT -- All the property now or formerly constituting the beds and other bottoms of rivers, creeks, streams, bayous, lagoons, lakes, bays, coves, sounds and inlets and other water bodies, and also all islands and other lands belonging to the State of Louisiana and not under lease from the State on the date of application, namely, January 22, 1936, and being situated or included within the following described boundaries, to-wit:

Beginning at the Northwest Corner of Township 16 South, Range 12 East, Southwestern Land District of Louisiana;

Thence run South on the West line of the said Township 16 South, Range 12 East, to its Southwest Corner;

Thence run East on South line of said Township 16 South, Range 12 East, to the West bank of Bateman Lake or Sweet Bay Lake;

Thence continue East on a straight line which will be a projection of the South line of Township 16 South, Range 12 East, Southwestern Land District, to the East line of Township 17 South, Range 12 East, Southeastern Land District;

Thence North on the East line of Township 17 South, Range 12 East, and Township 16 South, Range 12 East, Southeastern Land District, to a point on said line which is due East of the Northwest Corner of Township 16 South, Range 12 East, Southwestern Land District;

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Thence West to the place of beginning, lying in St. Mary and Terrebonne Parishes, Louisiana, and including in particular all or parts of Berwick Bay, Bateman Lake, Sweet Bay Lake, Bayou Shaffer, Big Wax Bayou, Little Wax Bayou, Bayou Boeuf, Atchafalaya River, Bayou Progue, Honey Bayou, Bayou Penchant; this particularization, however, not being or intended to be all-inclusive.

LESS AND EXCEPT that certain property (Bateman Lake Unit) described as follows:

Beginning at the Northeast Corner of the South Half of Fractional Section 9, Township 16 South, Range 12 East, Southwestern Land District of Louisiana, said point of beginning being North along the West line of the South Half and East along the North line of the South Half of said Section 9, from a concrete post set by Walter Y. Kemper, Civil Engineer, for the Southwest Corner of said Section 9 and the Northwest Corner of Section 16, same Township and Range called for above;

Thence East on an Easterly prolongation of the north line of the South Half of Section 9, a distance of 1,500 feet to a point in the Atchafalaya River;

Thence South through the Atchafalaya River, leaving the Southwestern Land District and entering the Southeastern Land District, West of the Mississippi River, to a point which is due West of the Northwest Corner of the Southwest Quarter of the Northwest Quarter of Section 22, Township 16 South, Range 12 East, Southeastern Land District, West of the Mississippi River.

Thence East to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 22;

Thence South to the Southeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 22;

Thence East on the North line of the South Half of Section 22, crossing Bayou Perrault, to a point in the North line of the South Half of Section 22 which is in the left descending bank of Bayou Perrault;

Thence Southerly on and along the left descending bank of Bayou Perrault to a point in said bank which is due West of the Northwest Corner of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 22;

Thence East to the Northwest Corner of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 22;

Thence South to the Northwest Corner of the Southeast Quarter of the Southeast Quarter of Section 22;

Thence East to the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 22;

Thence South on the East line of Section 22 to the Southeast Corner of Section 22;

Thence East on the North line of Section 26 to the Northeast Corner of the Northwest Quarter of the Northwest Quarter of Section 26;

Thence South to the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 26;

Thence East to the Northeast Corner of the Southeast Quarter of the Northwest Quarter of Section 26;

Thence South on the East line of the West Half of Section 26 to the Southeast Corner of the Southeast Quarter of the Northwest Quarter of Section 26;

Thence East on the North line of the South Half of Section 26 to the Northeast Corner of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 26;

Thence South to a point in Bayou Shaffer, which point is the projected Southeast Corner of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 26;

Thence East crossing Bayou Shaffer to a point in the left descending bank of Bayou Shaffer;

Thence Southerly on and along the left descending bank of Bayou Shaffer to a point in the North line of Section 35;

Thence Easterly on and along the North line of Section 35 to a point in the North line a distance of 1,320 feet from the Northeast Corner of said Section 35;

Thence Southerly a distance of 660 feet on and along a line parallel to the East line of Section 35;

Thence Easterly a distance of 330 feet on and along a line parallel to the North line of Section 35;

Thence Southerly a distance of 330 feet on and along a line parallel to the East line of Section 35;

Thence Easterly a distance of 330 feet on and along a line parallel to the North line of Section 35;

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Thence Southerly a distance of 330 feet on and along a line parallel to the East line of Section 35;

Thence Easterly a distance of 330 feet on and along a line parallel to the North line of Section 35;

Thence Southerly a distance of 660 feet on and along a line parallel to the East line of Section 35;

Thence Easterly a distance of 330 feet on and along a line parallel to the North line of Section 35 to a point in the East line of said Section 35;

Thence Southerly on and along the East line of Section 35 to a point in the left descending bank of Bayou Shaffer;

Thence Southeasterly on and along the left descending bank of Bayou Shaffer to a point intersected by a line parallel to the West line of Section 36, Township 16 South, Range 12 East, and a distance of 660 feet along the South line from the Southwest Corner of said Section 36;

Thence Southerly on and along a line parallel to the West line of Section 36, to a point in the South line of said Section 36, said point being Easterly a distance of 660 feet on and along the South line of said Section 36 from the Southwest Corner of said Section 36;

Thence Westerly a distance of 660 feet on and along the South line of Section 36 to the Southwest Corner of said Section 36;

Thence South on the East line of Section 2, Township 17 South, Range 12 East, Southeastern Land District, West of the Mississippi River to the Southeast Corner of the North Half of the North Half of Section 2;

Thence West on the South line of the North Half of the North Half of said Section 2 to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of Section 2;

Thence South to the Southeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 2;

Thence West a distance of 990 feet on the South line of the North Half of Section 2;

Thence South a distance of 990 feet;

Thence East a distance of 330 feet;

Thence South to the South line of said Section 2;

Thence East a distance of 330 feet on the South line of Section 2;

Thence South to the South line of Section 11, Township 17 South, Range 12 East, Southeastern Land District, West of the Mississippi River;

Thence West on the South line of said Section 11 to the Southwest Corner of Section 11;

Thence South a distance of 990 feet on the East line of Section 15, of said township;

Thence West to the Northeast shore line of Sweet Bay Lake;

Thence Northwesterly on and along the Northeast shore line of Sweet Bay Lake, crossing the mouth of Halfway Bayou and continuing on and along the Northeast shore line of Sweet Bay Lake to a point where an Easterly projection of the South boundary of Township 16 South, Range 12 East, Southwestern Land District of Louisiana intersects said shore line;

Thence Westerly on the projected boundary of said township, crossing a portion of Sweet Bay Lake and/or a part of the Lower Atchafalaya River, to the West shore line and continuing on the South boundary of Township 16 South, Range 12 East, Southwestern Land District of Louisiana to the Northwest Corner of that certain "State-Wax Bayou Company Unit No. 1" as shown in instrument, dated March 16, 1951, recorded in Book 7-U, under Entry No. 82905 of the Conveyance Records of St. Mary Parish, Louisiana;

Thence Southerly on and along the West line of said "State-Wax Bayou Company Unit No. 1" to the South line of Section 4, Township 17 South, Range 12 East, Southwestern Land District of Louisiana;

Thence West on and along the South line of Sections 4 and 5 to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section 5;

Thence North to the Southeast Corner of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of said Section 5;

Thence West to the Southwest Corner of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 5;

Thence North to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 5;

Thence West to the Southwest Corner of the Northwest Quarter of the Southeast Quarter of Section 5;

Thence North to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 5;

Thence West to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 5;

Thence North to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 5;

Thence West to the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 5;

Thence North to the Northwest Corner of the Southeast Quarter of the Northwest Quarter of Section 5;

Thence West to the left descending bank of Big Wax Bayou;

Thence Northeasterly to and along the left descending bank of Big Wax Bayou to the South boundary of Township 16 South, Range 12 East, Southwestern Land District of Louisiana;

Thence West on said boundary to the right descending bank of Big Wax Bayou;

Thence Southwesterly on and along the right descending bank of said bayou to the West line of Section 5, Township 17 South, Range 12 East;

Thence North on the West line of Section 5, Township 17 South, Range 12 East and the West line of Section 32, Township 16 South, Range 12 East to a point due East of The Texas Company - Wax Bayou Company, Inc. Well No. 6-A (dry);

Thence West to said Well No. 6-A (dry);

Thence North to a point in the South line of the North Half of Section 31, Township 16 South, Range 12 East;

Thence West on the South line of the North Half of said Section 31 to the Southwest Corner of the East Half of the Northeast Quarter of Section 31;

Thence North to the Northwest Corner of the East Half of the Northeast Quarter of Section 31;

Thence West to the Southwest Corner of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 30;

Thence North to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of said Section 30;

Thence East to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 30;

Thence North on and along the West line of the East Half of the East Half of Sections 30 and 19 to a point in the North line of Section 19;

Thence East on and along the North line of said Section 19 and the South line of Section 18 to the Southwest Corner of the East Half of Lot 17 of Section 18;

Thence North on and along the West line of the East Half of Lot 17 of Section 18 to the left descending bank of Little Wax Bayou;

Thence Northerly and Easterly on and along the left descending bank of Little Wax Bayou to the East line of said Section 18 and the West line of Section 17;

Thence North on and along the East line of said Section 18 or the West line of said Section 17 to the most Southerly Corner of Irregular Section 34, same Township and Range;

Thence Northwesterly on and along the Westerly line of said Section 34 to the property boundary as shown in deed of correction from George S. Clarke et al to Wax Bayou Company et al, dated January 23, 1949;

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Thence Northeasterly through Irregular Sections 34, 27 and 26 to a point in the line between Sections 26 and 15, said Township and Range, said point being 4,100 feet Northwesterly from the intersection of the line between Sections 26 and 15 and the North boundary line of said deed of correction;

Thence Southeasterly a distance of 4,100 feet on and along the line between said Sections 26 and 15 to the North boundary line in said deed of correction;

Thence Northeasterly on and along said boundary line of January 23, 1949, through Irregular Sections 15, 14, 13 and 12 to a point in the rear line of said Section 12, said point being the Northeast Corner of the tract in said deed of correction;

Thence Northeasterly on and along the rear line of said Section 12 to the most Westerly North Corner of Irregular Section 4, same Township and Range;

Thence Southeasterly on and along the Southwest line of Irregular Section 11, same Township and Range, to the most Southerly Corner of said Section 11;

Thence Northeasterly on and along the Southeast line of said Section 11 to the North line of Lot 2 of said Irregular Section 4;

Thence East on and along the North line of Lot 2 of said Irregular Section 4 to the most Easterly line of same Section;

Thence South on and along the most Easterly line of said Irregular Section 4 to the Northwest Corner of Lot 5 of Irregular Section 3, same Township and Range;

Thence East on and along the North line of said Lot 5;

Thence South on and along the East line of said Lot 5;

Thence West on and along the South line of said Lot 5 to the Southwest Corner of Lot 5 and of said Irregular Section 3;

Thence South on and along the East line of Fractional Section 9, to the point of beginning.

The property herein excepted, described as Bateman Lake Unit, is expressly limited to those depths located between sea level and the subsurface depth of 17,500 feet.

- (5) That certain Outer Continental Shelf Lease No. 0310 and any other lease by the government of the United States of America pursuant to the Outer Continental Shelf Lands Act, of or affecting mineral rights or property originally subject to, or purportedly subject to, any of the above described oil and gas leases from the State of Louisiana, insofar as said lease covers the following described property, to-wit:

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U.S.A. OCS-0310 SOUTH AND SOUTHWEST MARSH ISLAND SELECTIONS

-- Beginning at a point in the South line of the Louisiana-U.S.A. boundary, said point being located 6,900 feet West and 31,722.96 feet South of U.S. Coast and Geodetic Survey Triangulation Station "LACROIX" 1933, (Station Latitude 29 degrees 32 minutes 17.947 seconds, and Longitude 91 degrees 57 minutes 23.461 seconds, North American Datum of 1927), which point is located at a Lambert coordinate position of $x = 1,794,926.47$ and $y = 285,789.02$; said point being designated as POB on map prepared by Vernon F. Meyer and Associates, Inc., dated April, 1983;

Thence in a Northerly and Westerly direction along the Louisiana-U.S.A. boundary line on a curve to the right, having a Delta angle of 12 degrees 48 minutes 24 seconds a distance of 4,077.18 feet;

Thence in a Northerly and Westerly direction on and along the said Louisiana-U.S.A. boundary line to a point having a Lambert coordinate position of $x = 1,736,595.74$ and $y = 313,565.13$, said point also being in the West Selection line of the South Marsh Island Area;

Thence South on and along said West Selection line a distance of 42,014.90 feet to a point having a Lambert coordinate position of $x = 1,736,595.74$ and $y = 271,550.23$;

Thence South 69 degrees 48 minutes 25 seconds East along the seaward boundary of South and Southwest Marsh Island Prospects a distance of 6,663.85 feet to a point having a Lambert coordinate position of $x = 1,742,850.00$ and $y = 269,250.00$;

Thence South 50 degrees 19 minutes 59 seconds East a distance of 10,182.94 feet to a point having a Lambert coordinate position of $x = 1,750,688.51$ and $y = 262,750.00$;

Thence South 48 degrees 54 minutes 00 seconds East a distance of 2,802.00 feet to a point having a Lambert coordinate position of $x = 1,752,800.00$ and $y = 260,908.04$;

Thence South 50 degrees 00 minutes 48 seconds East a distance of 6,003.70 feet to a point having a Lambert coordinate position of $x = 1,757,400.00$ and $y = 257,050.00$;

Thence South 55 degrees 58 minutes 50 seconds East a distance of 4,825.97 feet to a point having a Lambert coordinate position of $x = 1,761,400.00$ and $y = 254,350.00$;

Thence South 58 degrees 17 minutes 31 seconds East a distance of 4,756.54 feet to a point having a Lambert coordinate position of x = 1,765,446.56 and y = 251,850.00;

Thence South 64 degrees 36 minutes 41 seconds East a distance of 4,431.42 feet to a point having a Lambert coordinate position of x = 1,769,450.00 and y = 249,950.00;

Thence South 65 degrees 08 minutes 11 seconds East a distance of 4,518.85 feet to a point having a Lambert coordinate position of x = 1,773,550.00 and y = 248,050.00; 123

Thence South 64 degrees 35 minutes 32 seconds East a distance of 4,428.32 feet to a point having a Lambert coordinate position of x = 1,777,550.00 and y = 246,149.99;

Thence South 56 degrees 36 minutes 22 seconds East a distance of 3,179.53 feet to a point having a Lambert coordinate position of x = 1,780,204.61 and y = 244,400.00;

Thence South 49 degrees 06 minutes 33 seconds East a distance of 4,888.34 feet to a point having a Lambert coordinate position of x = 1,783,900.00 and y = 241,200.00;

Thence South 46 degrees 41 minutes 05 seconds East a distance of 4,810.41 feet to a point having a Lambert coordinate position of x = 1,787,400.00 and y = 237,900.00;

Thence South 40 degrees 36 minutes 05 seconds East a distance of 3,687.82 feet to a point having a Lambert coordinate position of x = 1,789,800.00 and y = 235,100.00;

Thence South 46 degrees 26 minutes 43 seconds East a distance of 5,381.42 feet to a point having a Lambert coordinate position of x = 1,793,700.00 and y = 231,391.94;

Thence South 53 degrees 16 minutes 38 seconds East a distance of 1,575.30 feet to a point having a Lambert coordinate position of x = 1,794,962.66 and y = 230,450.00;

Thence South 56 degrees 51 minutes 08 seconds East a distance of 10,909.83 feet to a point having a Lambert coordinate position of x = 1,804,097.05 and y = 224,484.49;

Thence along a curve to the left having a Delta angle of 35 degrees 24 minutes 11 seconds a distance of 31,958.9 to a point in the East Selection line of the South Marsh Island Area, said point having a Lambert coordinate position of x = 1,834,263.09 and y = 215,579.75;

Thence North along said East Selection line a distance of 36,482.06 feet to a point having a Lambert coordinate position of x = 1,834,263.09 and y = 252,061.82;

Thence North and West on and along the Louisiana-U.S.A. boundary to a point having a Lambert coordinate position of $x = 1,808,997.00$ and $y = 278,064.00$;

Thence continuing along the Louisiana-U.S.A. boundary on a curve to the right having a Delta angle of 52 degrees 12 minutes 25 seconds a distance of 16,620.70 feet to the point of beginning.

LESS AND EXCEPT that certain property (Tract "A") described as follows:

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Commencing at a point on the West Selection line of Southwest Marsh Island Area of U.S.A. OCS-0310, having a Lambert coordinate position of $x = 1,736,595.74$ and $y = 278,458.03$; said point further identified as "A" on map prepared by Vernon F. Meyer and Associates, Inc. dated April, 1983, and being located 6,907.79 feet North from the Southwest Corner of said OCS-0310;

Thence North along the West Selection line of said Southwest Marsh Island Area a distance of 4,000.00 feet to point "B";

Thence East a distance of 2,586.80 feet to a point;

Thence South a distance of 4,000.00 feet to point "D";

Thence West a distance of 2,586.80 feet to the point of commencement.

ALSO LESS AND EXCEPT that certain property (Tract "B") described as follows:

Commencing at the Southeast Corner of Block 219 of U.S.A. OCS-0310 said Southeast Corner of Block 219 being located 4,115.86 feet North and 14,092.77 feet East from the Southwest Corner of the aforesaid USA OCS-0310; said point further identified as "AA" on map prepared by Vernon F. Meyer and Associates, Inc., dated April, 1983, having a Lambert coordinate position of $x = 1,750,688.51$ and $y = 275,666.09$;

Thence North on and along the West line of Block 218 a distance of 14,758.05 feet to point "BB";

Thence East on and along the North line of Block 218 a distance of 3,689.51 feet to point "CC";

Thence North a distance of 7,142.87 feet to point "DD";

Thence East a distance of 11,068.54 feet to point "EE" located on the West line of Block 212;

Thence North on and along the West line of Block 212 and 207 a distance of 14,749.22 feet to point "FF" being at the intersection of said West line of Block 207 and the North line of OCS-0310;

Thence in a Southeasterly direction along the North line of said OCS-0310, to point "GG";

Thence South along the East line of said Block 212 and 217 a distance of 17,554.24 feet to point "HH", the Southeast Corner of said Block 217;

Thence West along the South line of Block 217 a distance of 7,271.30 feet to point "II";

Thence South a distance of 7,623.90 to point "JJ";

Thence West a distance of 18,526.61 feet to point "KK";

Thence North a distance of 7,423.49 feet to point "LL" in the South line of said Block 218;

Thence West along South line of said Block 218 a distance of 3,718.19 feet to the point of commencement.

AND FURTHER LESS AND EXCEPT that certain property (Tract "C") described as follows:

Commencing at a point designated as "MM" on map prepared by Vernon F. Meyer and Associates, Inc., dated April, 1983, having a Lambert coordinate position of $x = 1,780,204.61$ and $y = 244,400.00$;

Thence North along the West line of Blocks 236 and 229 a distance of 5,645.39 feet to point "NN";

Thence East a distance of 18,366.05 feet to point "OO";

Thence South a distance of 18,602.09 feet to point "PP" being on the South line of said Block 237;

Thence West a distance of 4,852.76 feet to point "QQ" having a Lambert coordinate position of $x = 1,793,700.00$ and $y = 231,391.94$, said point being in the seaward boundary of South and Southwest Marsh Island Prospects OCS Lease 0310

Thence in a Northwesterly direction on and along the South line of U.S.A. OCS-0310 to the point of commencement;

ALSO LESS AND EXCEPT that certain property (Tract "D") described as follows:

Commencing at a point where the "x" Lambert coordinate position = 1,809,720.71 intersects the South line of OCS-0310, and further designated by "RR" on map by Vernon F. Meyer and Associates, Inc., dated April, 1983;

Thence North along the West line of Block 241 a distance of 10,196.37 feet to the Northwest Corner of Block 241, being point "SS";

Thence East a distance of 14,758.05 feet to the Northeast Corner of Block 241, being point "TT";

10.4.83
1.1.1.1

Thence South along the East line of Block 241 a distance of 6,146.42 feet to a point;

Thence East a distance of 616.96 feet to a point.

Thence South a distance of 4,030.24 feet to a point.

Thence West a distance of 641.14 feet to the East line of Block 241.

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Thence South along said East line a distance of 4,865.09 feet to point "YY" being in the South line of OCS-0310;

Thence Northwesterly along said South line of OCS-0310 to the point of commencement.

The property herein excepted, described as Tract "A", Tract "B", Tract "C" and Tract "D" above is expressly limited to those depths located between sea level and the subsurface depth of 17,000 feet.

The properties covered by the oil, gas and mineral leases as described above are further described with particularity on maps prepared by Vernon F. Meyer and Associates, Inc. under date of April, 1983 which maps are attached to and made a part of this Exhibit for all purposes.

"NE VARIETUR"

For identification with an Act of
Collateral Mortgage and Pledge
passed before me, Notary, on this
5th day of July, 1983.

Charles W. Corbin
NOTARY PUBLIC

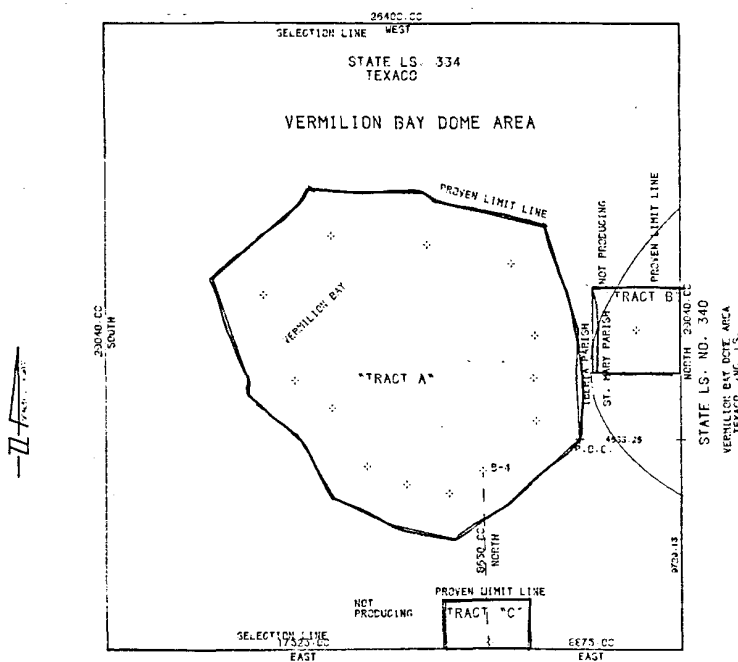
NOTE: VERMILION BAY IS COMPOSED OF 2 LEASES

S. L. 334 - PROVEN- 4,763 ACRES
UNPROVEN-11,957 ACRES
TOTAL- 16,740 ACRES

S. L. 340 - PROVEN- 336 ACRES
UNPROVEN- 522 ACRES
TOTAL- 860 ACRES

VERMILION BAY TOTALS

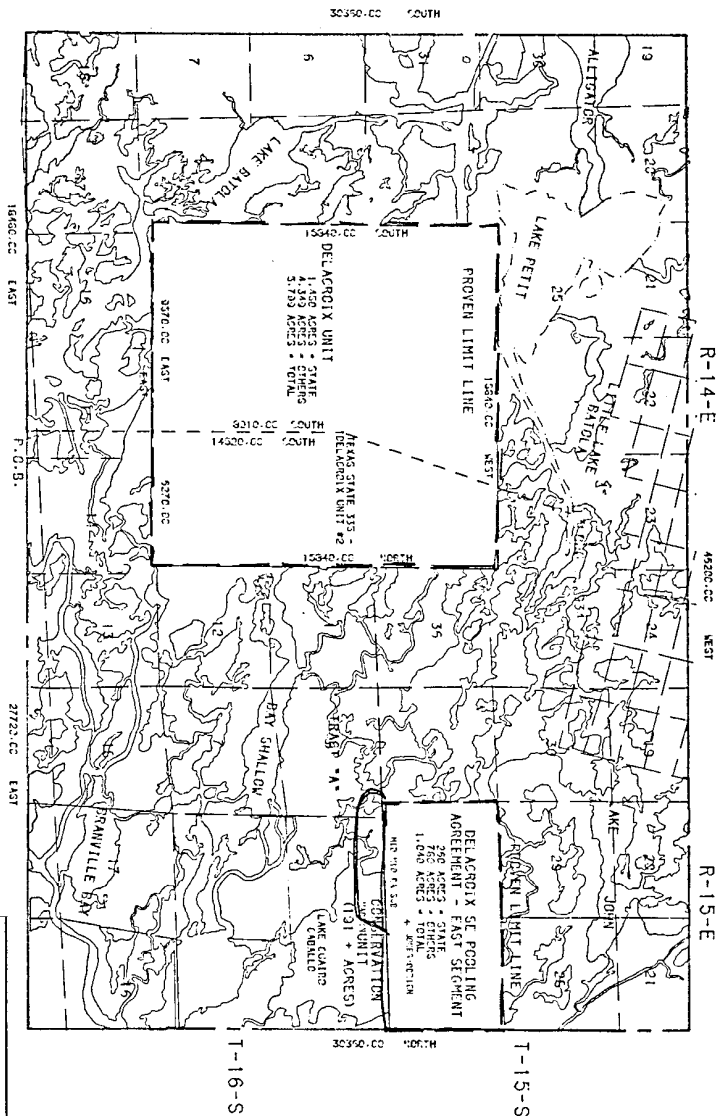
PROVEN- 5,121 ACRES
UNPROVEN-12,479 ACRES
TOTAL- 17,600 ACRES



VERMILION BAY FIELD
VERMILION BAY SELECTION
STATE LEASE 334 & 340
IBERIA & ST. MARY PARISH

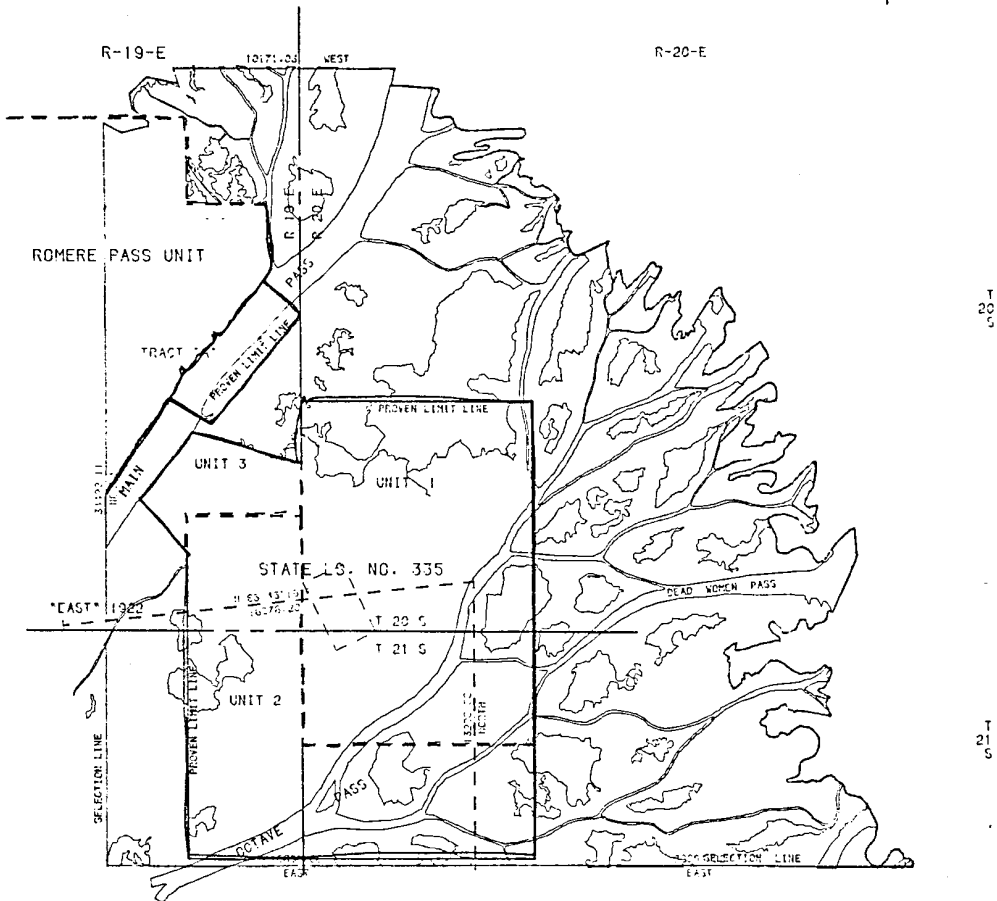
MAPPED BY:
VERNON F. MEYER & ASSOCIATES, INC.
SURVEYORS
GULPHUR & NEW ORLEANS, LA.
(318) 625-6353 (504) 733-3770

DATE: APRIL 1963



WATER BOTTOM PROVEN =	2,150 ACRES
WATER BOTTOM UNPROVEN =	7,850 ACRES
WATER BOTTOMS TOTAL =	10,000 ACRES

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LOUISIANA

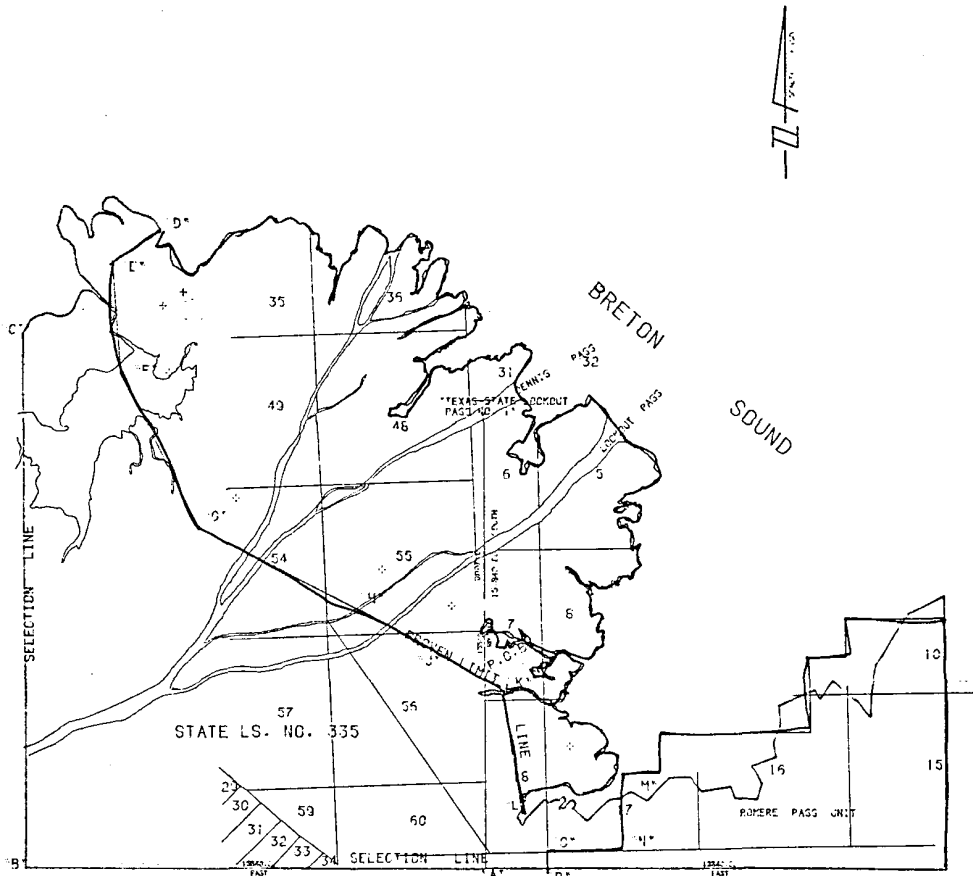


WATER BOTTOM INSIDE PROVEN LIMIT LINE = 952 ACRES
 WATER BOTTOM OUTSIDE PROVEN LIMIT LINE = 2,046 ACRES
 TOTAL WATER BOTTOM AREA = 3,000 ACRES

DELTA DUCK CLUB FIELD
 STATE MINERAL LEASE 335
 PLAQUEMINES PARISH
 STATE OF LOUISIANA

MAPPED BY
 VERNON F. MEYER & ASSOCIATES, INC.
 SURVEYORS
 SULPHUR & NEW ORLEANS, LA
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DATE: APRIL 1963

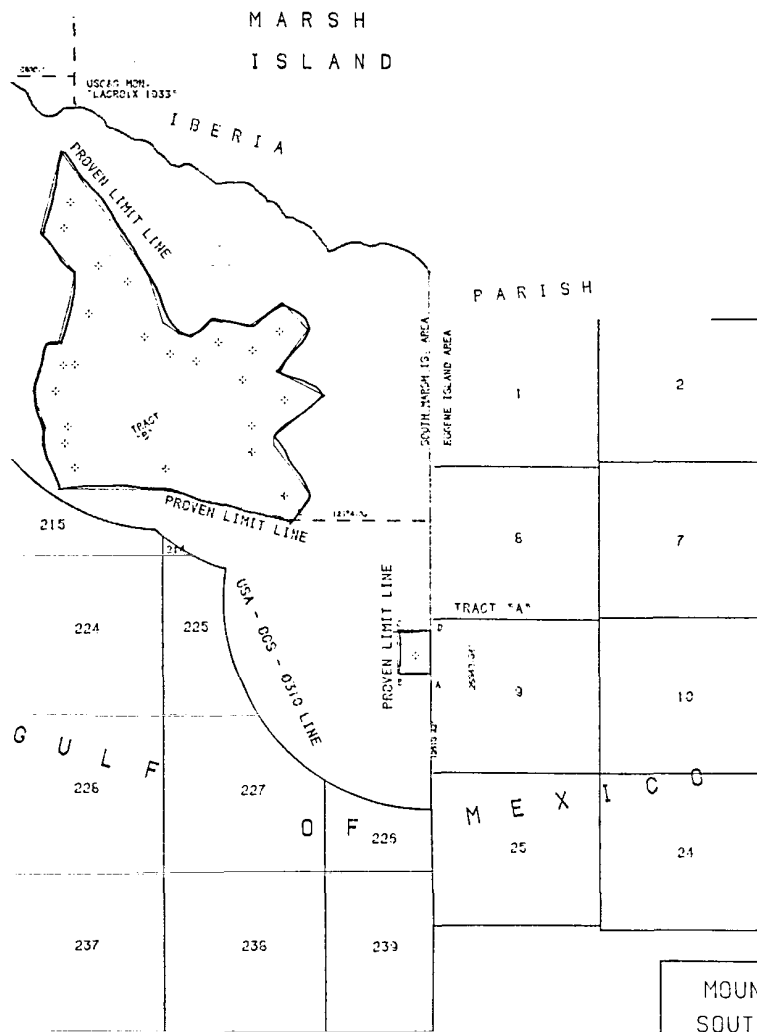


UNPROVEN WATER BOTTOMS- 592 ACRES
 PROVEN WATER BOTTOMS- 306 ACRES
 TOTAL WATER BOTTOMS- 900 ACRES

DATE: APRIL 1963

GRAND BAY DOME AREA/
 GRAND BAY SELECTION
 STATE MINERAL LEASE 33
 PLAQUEMINES PARISH, LA.

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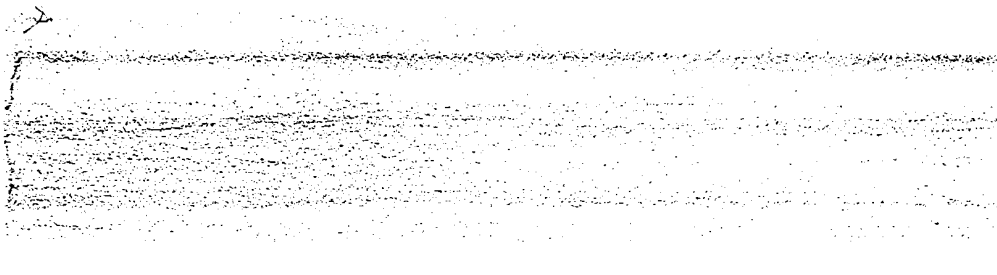


PROVEN 10,171 ACRES
UNPROVEN 26,468 ACRES
TOTAL 36,659 ACRES

APRIL 1963

MOUND POINT FIELD
SOUTH MARSH ISLAND
SELECTION
STATE MINERAL LEASE 340

STATE OF LOUISIANA
MAPPED BY:
VERNON F. MEYER & ASSOCIATES, INC.
SURVEYORS
SULPHUR AND NEW ORLEANS, LOUISIANA
FILE # 22-3372

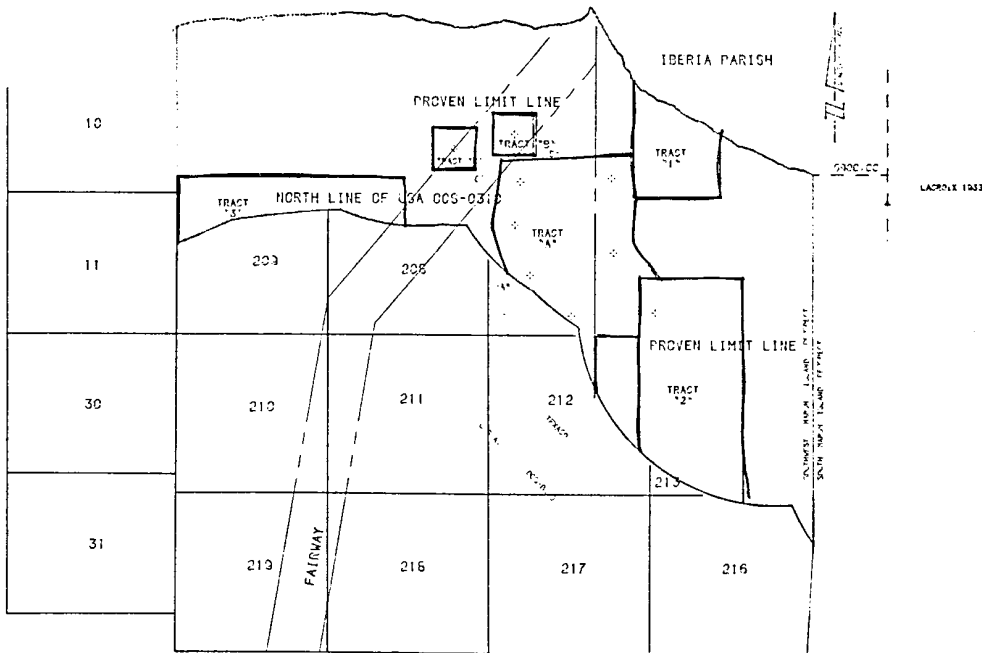


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PROVEN- 12,364 ACRES
UNPROVEN- 21,116 ACRES
TOTAL- 33,462 ACRES

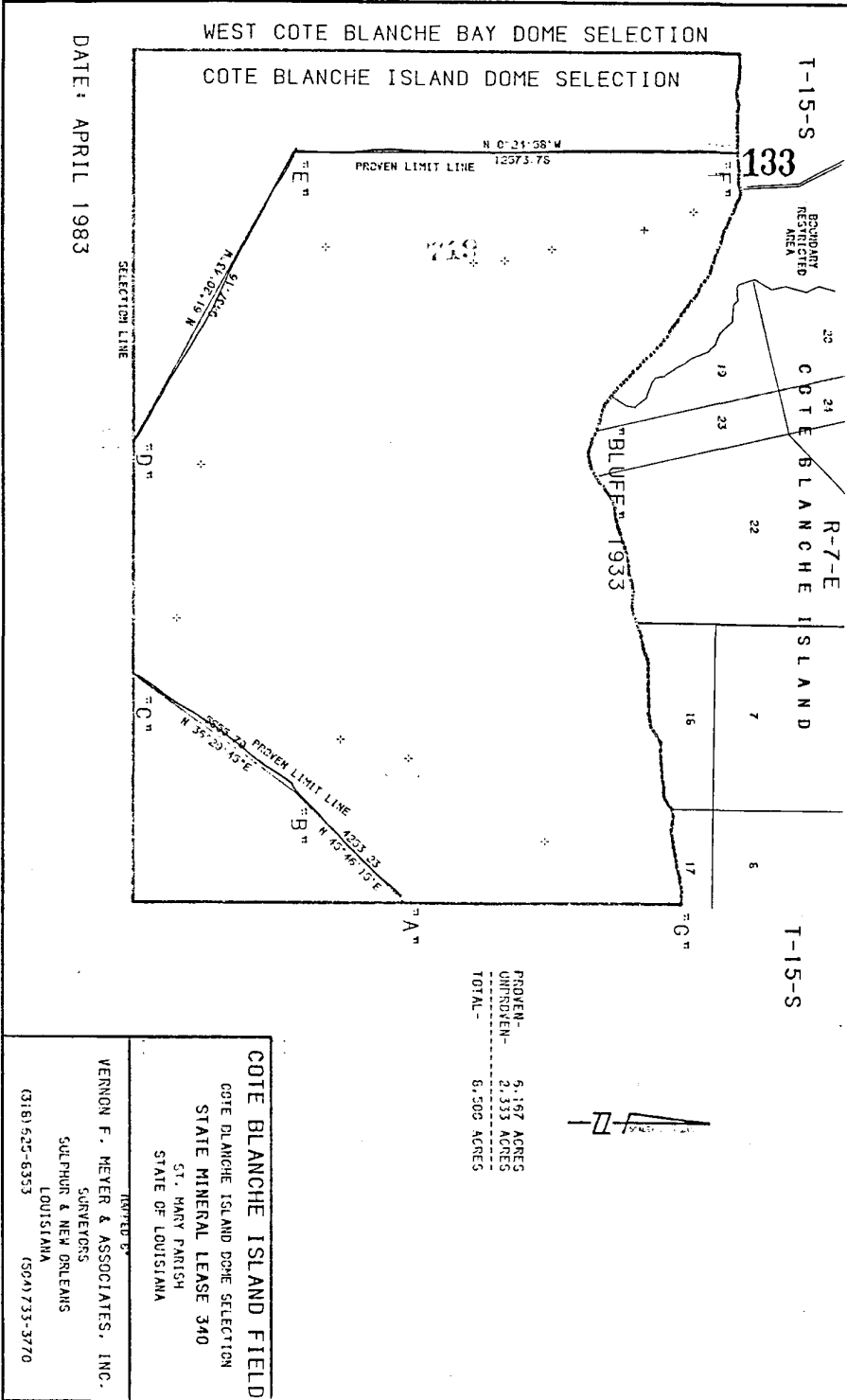
VERMILION PARISH

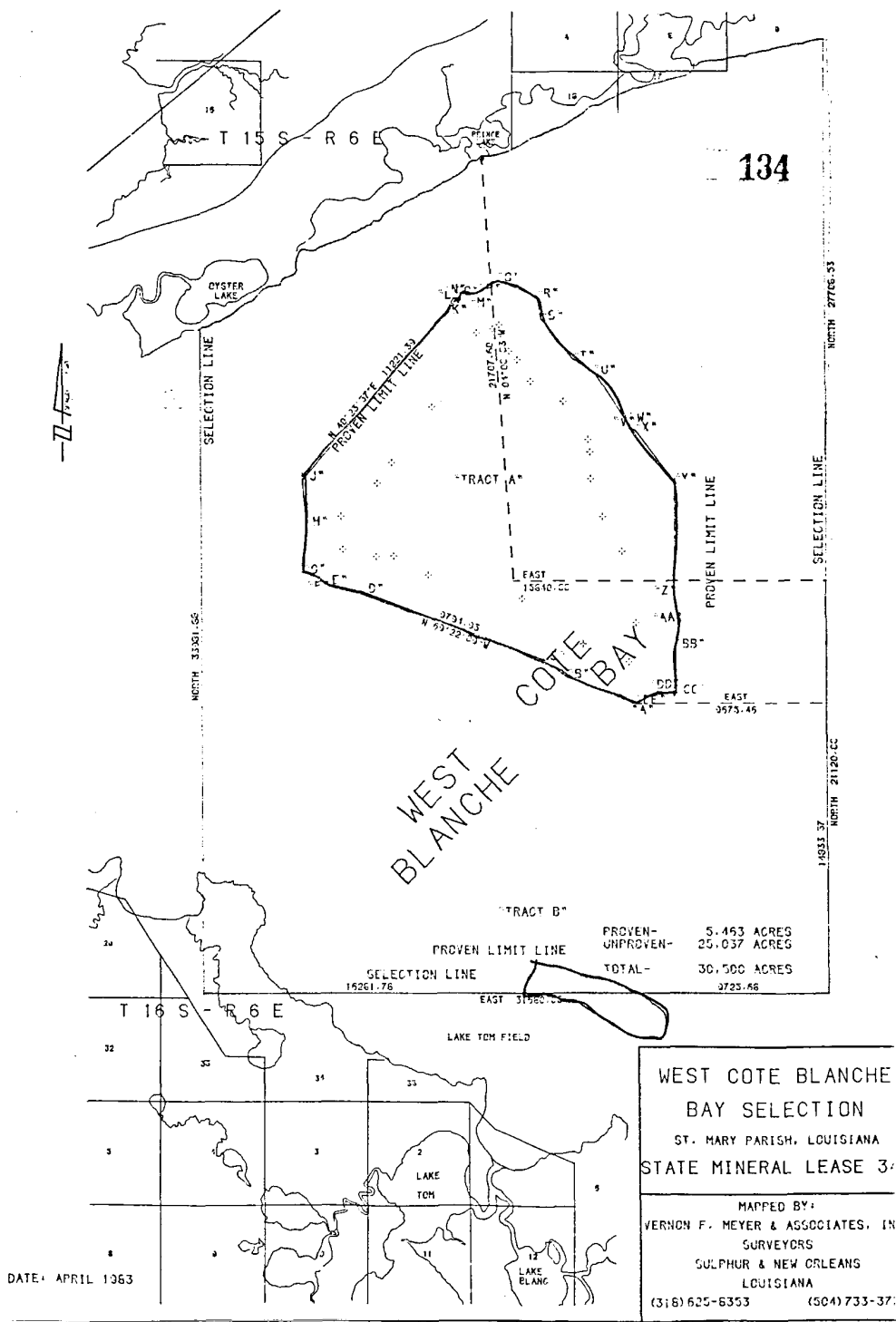


LIGHTHOUSE POINT FIELD
SOUTHWEST MARSH ISLAND
SELECTION
STATE MINERAL LEASE 340
IBERIA AND VERMILION PARISHES
STATE OF LOUISIANA

MAP BY
VERNON F. MEYER & ASSOCIATES, INC
SURVEYORS
SULPHUR & NEW ORLEANS
LOUISIANA
1516 625-8803 15041 733-3770

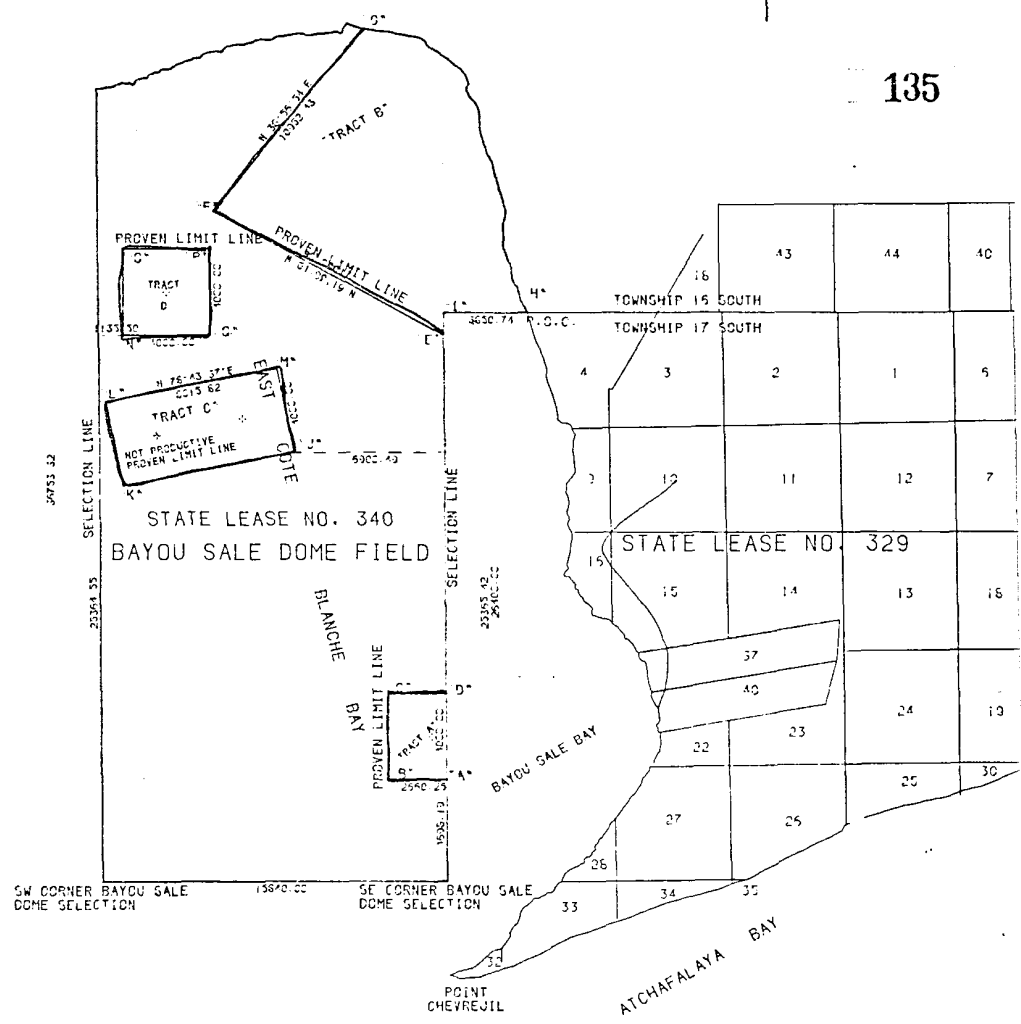

APRIL 1963







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PROVEN- 4,000 ACRES
NONPROVEN- 10,700 ACRES
TOTAL- 14,700 ACRES

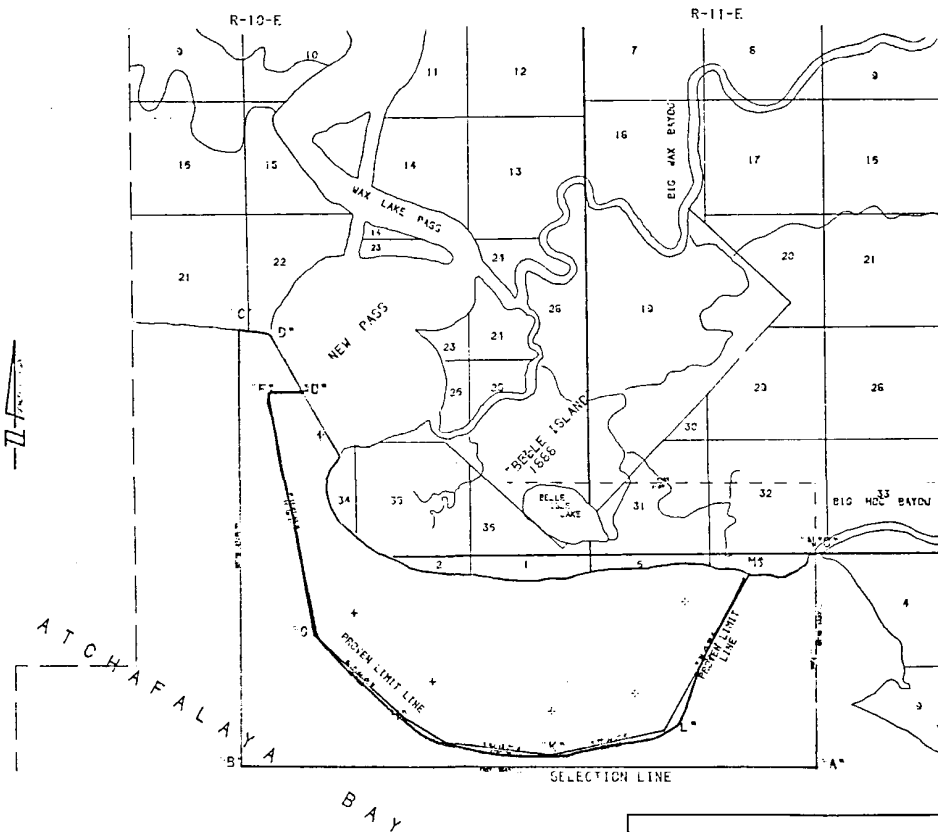
DATE: APRIL 1963

BAYOU SALE FIELD
BAYOU SALE DOME SELECTION
STATE MINERAL LEASE 340
IBERIA & ST. MARY PARISH

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PROVEN- 3,320 ACRES
 UNPROVEN- 3,071 ACRES
 TOTAL- 6,400 ACRES

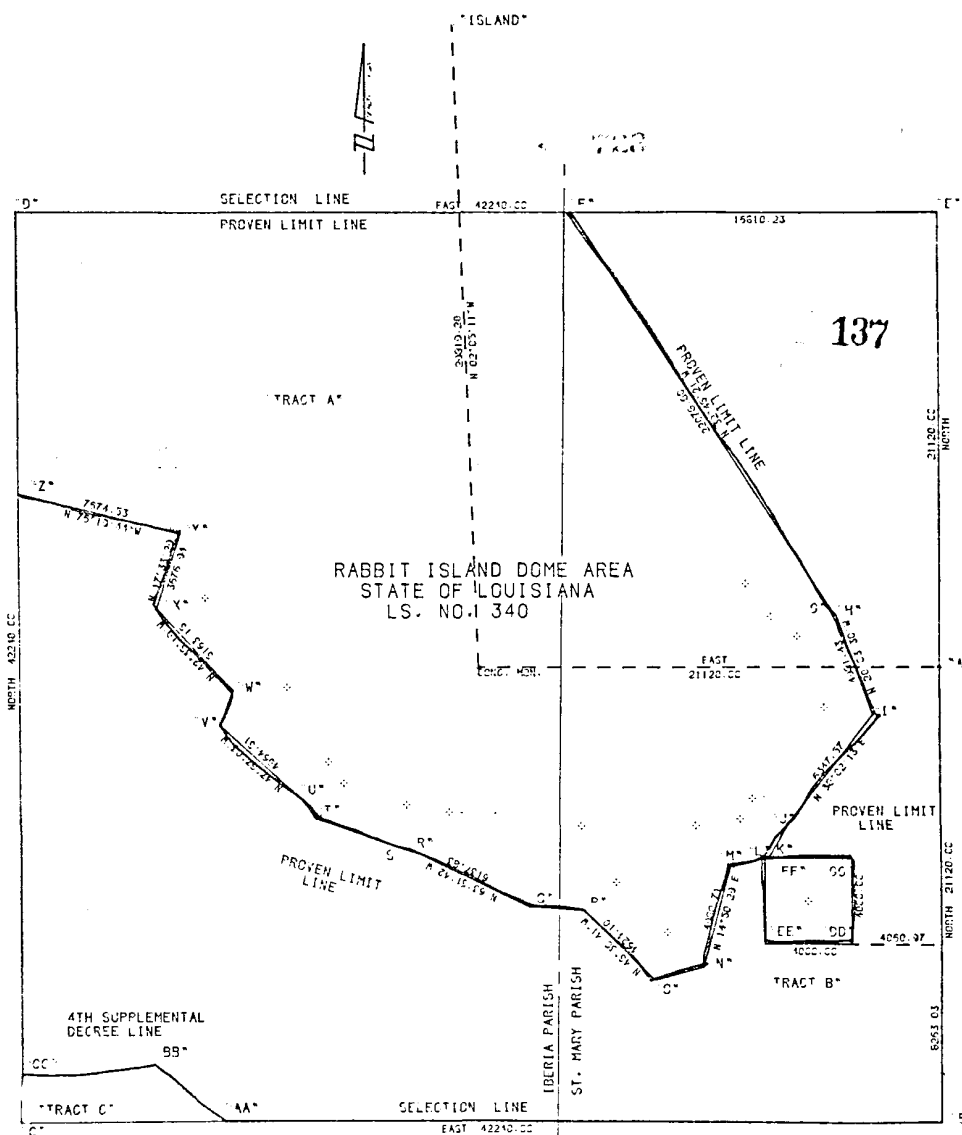
136



BELLE ISLE DOME FIELD
 BELLE ISLE DOME SELECTION
 STATE MINERAL LEASE # 340
 ST. MARY PARISH
 STATE OF LOUISIANA

MAP BY:
 VERNON F. MEYER & ASSOCIATES, INC.
 SURVEYORS
 SULPHUR & NEW ORLEANS,
 LOUISIANA
 (316) 625-6353 (504) 733-3770

DATE: APRIL 1963



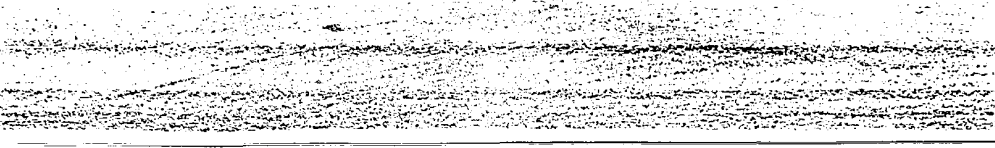
PROVEN- 20,721 ACRES
UNPROVEN- 13,656 ACRES
TOTAL- 40,577 ACRES

DATE: APRIL 1963

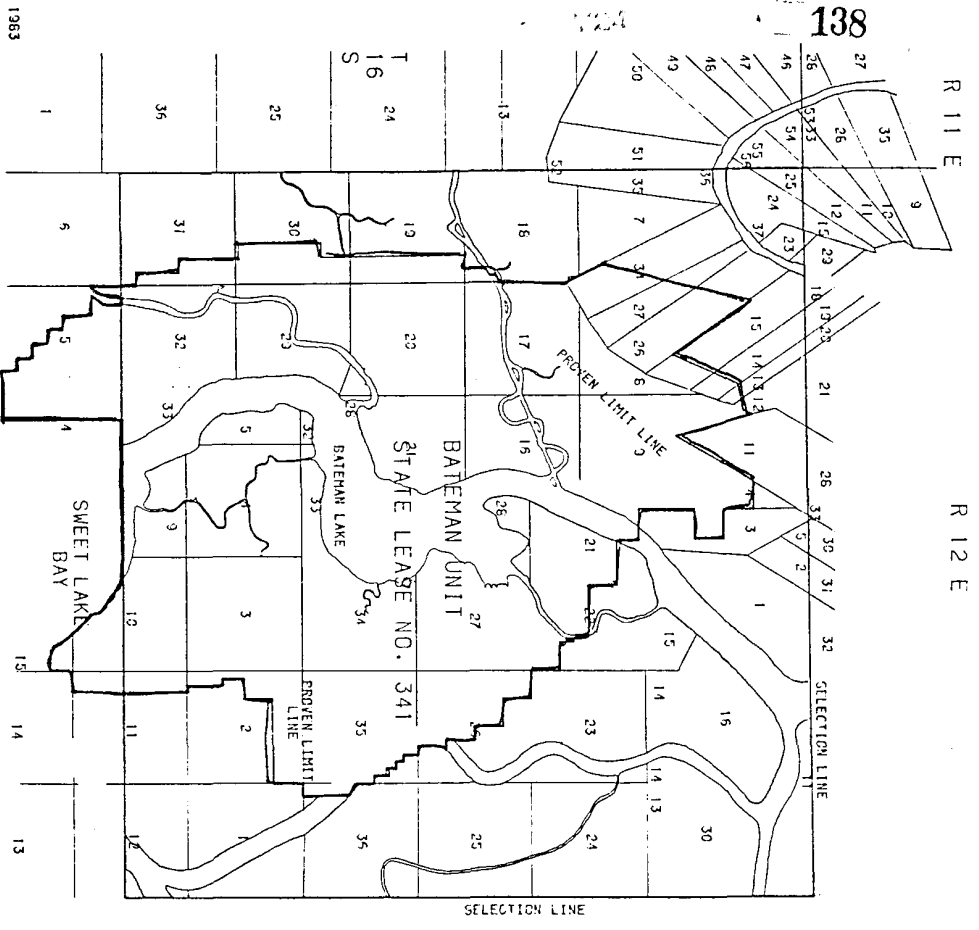
RABBIT ISLAND FIELD
RABBIT ISLAND SELECTION
STATE MINERAL LEASE 340
IBERIA & ST. MARY PARISH
STATE OF LOUISIANA

MAP BY:

VERNON F. MEYER & ASSOCIATES, INC.
SURVEYORS
SULPHUR & NEW ORLEANS, LA.
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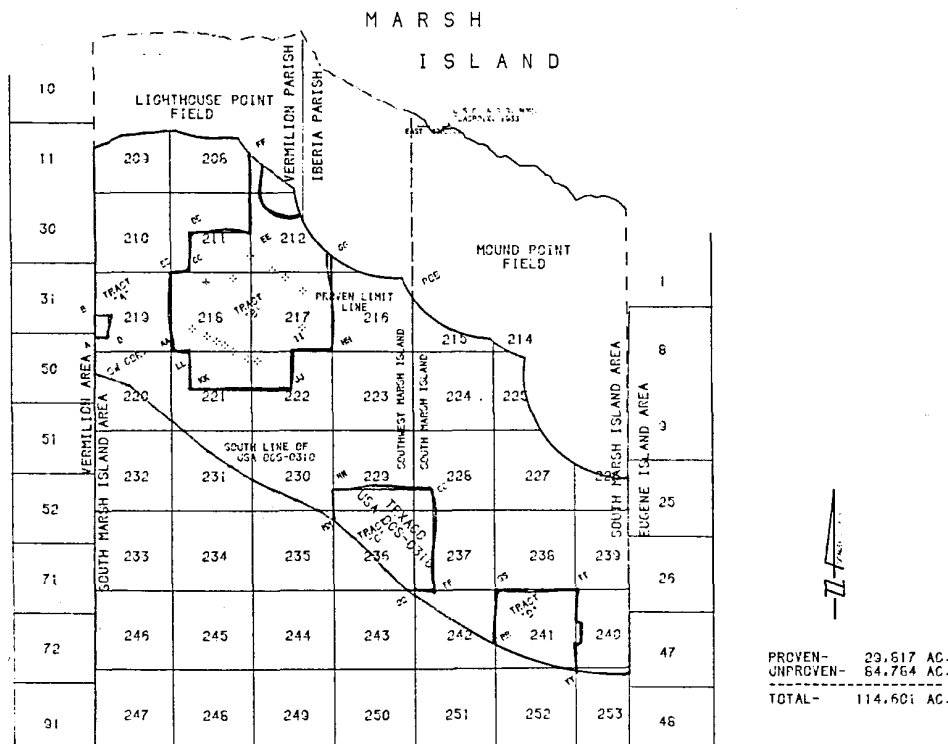


APRIL 1963



PROVEN WATER BOTTOMS= 1,926 ACRES
UNPROVEN WATER BOTTOMS= 1,174 ACRES
TOTAL STATE LEASE= 3,100 ACRES

T 17 S
BATEMAN LAKE FIELD
STATE MINERAL LEASE 341
ST. MARY PARISH
LOUISIANA
MADE BY
VERNON F. MEYER & ASSOCIATES, INC.
SURVEYORS
SOUTHPORT NEW ORLEANS
LOUISIANA



U.S.A. OCS-0310
SOUTH AND SOUTHWEST MARSH
ISLAND SELECTIONS
OFFSHORE, LOUISIANA

MAP BY:
VERNON F. MEYER & ASSOCIATES
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LOUISIANA
(504) 625-6353 (713) 733-3770

CLERK'S OFFICE, FRANKLIN, LA.
Received and filed for recordation
3:40 P. *Mr.* **OCT 26 1983**
James B. Boudry
Dy. Clerk of Court

THE FOLLOWING
ORIGINAL
WAS FILED AT THE ABOVE PLACE FOR RECORDATION
Oct 25 83 *Conv.*
mg **8304010**
Patricia P. Borgne **83**

STATE OF LOUISIANA
PARISH OF ST. MARY
I, the undersigned Deputy Clerk, 16th Judicial District Court,
St. Mary Parish, Louisiana, ex-Officio Recorder, thereof, duly
commissioned and qualified, do hereby certify that the above
and foregoing is a true and correct copy of the original
mg *and* *filed* *on* *file* *and* *of* *record*
in *MOB* *8304010* Entry No. *8304010* Page *632*
In *MOB* *8304010* Entry No. *8304010* Page *632*
of date **October 26, 1983**
IN EVIDENCE WHEREOF, witness my official signature and
the impress of the seal of my office this *26* day
of *October* A.D. 19*83*, at Franklin, St.
Mary Parish, Louisiana. *James B. Boudry*
DEPUTY CLERK OF COURT